

IN THE MATTER between **NPRLP**, Applicant, and **SN**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5  
(the "Act");

AND IN THE MATTER of a hearing before **Adelle Guigon**, Rental Officer,

BETWEEN:

**NPRLP**

Applicant/Landlord

-and-

**SN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 16, 2019

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** BL, representing the Applicant

**Date of Decision:** May 16, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against SN as the Respondent/Tenant was filed by the Rental Office March 26, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email deemed received April 21, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondent had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 16, 2019, in Yellowknife. BL appeared representing the Applicant. SN was served notice of the hearing by email deemed received April 21, 2019. The Respondent did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

The Applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties commencing June 1, 2017. The Applicant's representative confirmed that the Respondent was still occupying the rental premises. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

The lease ledger entered into evidence represents the Landlord's accounting of monthly rents, late payment penalties, and payments received against the Respondent's rent account. Rent was established at \$2,500 per month. Late payment penalties were calculated in accordance with the Act and Regulations. Either insufficient payments, no payments, or late payments were received in eight of the last 12 months of the tenancy.

I am satisfied the lease ledger accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the rent when due and has accumulated rental arrears in the amount of \$7,056. That amount represents approximately three months' rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay the rent when due and the amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$7,056 (p. 41(4)(a));
- terminating the tenancy agreement May 31, 2019 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises June 1, 2019 (p. 63(4)(a)).

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Adelle Guigon  
Rental Officer