

IN THE MATTER between **NPRLP**, Applicant, and **EC**, 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-

EC

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
EC, Respondent

Date of Decision: May 16, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against EC 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 when due and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 16, 2019, in Yellowknife. BL appeared representing the Applicant. EC appeared as Respondent.

Tenancy agreement

The parties agreed that a residential tenancy agreement had been entered into between them commencing March 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease ledger entered into evidence represents the Landlord's accounting of monthly rent, late payment penalties, and payments received against the Respondent's rent account. Either insufficient payments or no payments were received in six of the last 12 months of the tenancy.

Rent was established at \$1,610 as of March 1, 2018, and \$1,627 as of March 1, 2019. The Landlord had incorrectly applied the rent increase to \$1,627 as of July 1, 2018, contrary to subsection 47(1) of the Act, resulting in a monthly overcharge of \$17 for eight months. The total overcharge of \$136 was deducted from the ledger balance.

Late payment penalties appearing in the ledger were calculated in accordance with the Act and Regulations. However, due to a continuing accounting software problem, the late payment penalties for March, April, and May 2019 were not included in the ledger. The Applicant's representative requested that those penalties be calculated and added to the ledger balance. Those penalties were calculated at hearing to a total of \$82 as of the date of this hearing and added to the ledger balance.

The lease ledger also included 27 monthly charges of \$50 each for what was described as "lease other pet fee". Because the Act provides for a pet security deposit under section 14.1, non-refundable "pet fees" are disallowed. While there is nothing preventing the Landlord from collecting pet security deposits in monthly installments, the Landlord must remain diligent in ensuring that no more than 50 percent of one month's rent is collected against the pet security deposit. In this case, the monthly "pet fee" charges amount to \$1,350, which is \$536.50 more than the Landlord is entitled to. The total disallowed "pet fees" charges of \$1,350 were deducted from the ledger balance.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. She committed to having the rental arrears and the rent for June paid in full by June 30, 2019.

I am satisfied the adjusted lease ledger accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the full amount of rent when due and has accumulated rental arrears in the amount of \$5,278. That amount represents approximately four months' rent.

Pet security deposit

The parties agreed that the Respondent has and is permitted to have pets in the rental premises, and has had those pets since commencement of the tenancy. As a result, the Applicant is entitled to request a pet security deposit in the amount of \$813.50. The Respondent did not dispute the claim for the pet security deposit, and committed to having it paid along with the other arrears by June 30, 2019.

I am satisfied the Applicant is entitled to a pet security deposit from the Respondent. I find the Respondent liable to the Applicant for the pet security deposit in the amount of \$813.50.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent and pet security deposit, and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement is justified. By agreement with the Applicant's representative, the termination and eviction orders will be conditional on the Respondent paying the rental arrears and pet security deposit in full by June 30, 2019.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$5,278 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- requiring the Respondent to pay pet security deposit arrears in the amount of \$813.50 (p. 14.2(2)(a));
- terminating the tenancy agreement June 30, 2019, unless the rental arrears and pet security deposit arrears totalling \$6,091.50 are paid in full (p. 41(4)(c), p. 14.2(2)(d), ss. 83(2)); and
- evicting the Respondent from the rental premises July 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer