

IN THE MATTER between **MPM**, Applicant, and **JM**, 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:

MPM

Applicant/Landlord

-and-

JM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 3, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JB, representing the Applicant

Date of Decision: July 3, 2019

REASONS FOR DECISION

An application to a rental officer made by MPM as the Applicant/Landlord against JM as the Respondent/Tenant was filed by the Rental Office May 3, 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 registered mail signed for May 26, 2019.

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

A hearing was scheduled for July 3, 2019, in Yellowknife. JB appeared representing the Applicant. JM was served notice of the hearing by registered mail signed for May 26, 2019. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a fixed-term residential tenancy agreement between the parties commencing September 1, 2018, and ending August 31, 2019. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The resident statement and resident ledger entered into evidence represent the Landlord's accounting of monthly rents, late payment penalties, and payments received against the Respondent's rent account. Rent was established at \$2,150 per month. Either insufficient payments or no payments were received in six of the 11 months of the tenancy.

Late payment penalties applied between September 2018 and April 2019 had been calculated in accordance with the Act and Regulations. The Applicant's representative admitted that the Landlord had very recently transitioned from one accounting program to another which appears to have improperly applied late payment penalties to the rent account for May and June. The Applicant's representative confirmed that the Respondent had secured support from

Income Assistance such that they have been paying his rent since May 2019. The Landlord does not normally charge late payment penalties when Income Assistance is paying the rent. By agreement with the Applicant's representative, the resident ledger was adjusted to deduct the late payment penalties incorrectly applied in May and June. Given the expectation that Income Assistance would be paying the July rent shortly, the resident ledger was further adjusted to deduct July's rent from the balance.

I am satisfied the adjusted lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent in full when due and has accumulated rental arrears in the amount of \$4,518.18. That amount represents approximately two months' rent.

Termination of the tenancy agreement

In light of the Respondent's historical pattern of failing to pay rent in full when due and the 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 order will be conditional on the Respondent paying the rental arrears in full and paying future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$4,518.18 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b)); and
- terminating the tenancy agreement October 31, 2019, unless the rental arrears are paid in full and the monthly rents for August, September, and October are paid on time (p. 41(4)(c), ss. 83(2)).

Adelle Guigon
Rental Officer