

IN THE MATTER between **MPM**, Applicant, and **DS**, 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-

**DS**

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 DS 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 June 1, 2019.

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

A hearing was scheduled for July 3, 2019, in Yellowknife. JB appeared representing the Applicant. DS was served notice of the hearing by registered mail signed for June 1, 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 October 1, 2018, and ending September 30, 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 \$1,575 per month. Either insufficient payments or no payments were made in nine of the last 10 months of the tenancy.

Late payment penalties applied between October 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 may or may not have resulted in a miscalculation of the late payment penalties for June and July

2019. Due to the technical issues with the transition, the Applicant's representative was unable to print a resident statement, which would have produced detailed line items showing the dates payments were received. The resident ledger produced only shows the total payments received in a given month. The Applicant's representative agreed that without the dates that a payment was made neither of us could confirm whether or not the late payment penalties were calculated correctly. It was agreed to calculate the current rental arrears without the late payment penalties for June and July. The resident ledger was adjusted accordingly.

I am satisfied the adjusted resident ledger 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 \$6,494. That amount represents approximately four months' rent.

#### *Termination of the tenancy agreement*

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 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 \$6,494 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b)); and
- terminating the tenancy agreement September 30, 2019, unless the rental arrears are paid in full and the monthly rents for August and September are paid on time (p. 41(4)(c), ss. 83(2)).

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Adelle Guigon  
Rental Officer