

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

DAS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 30, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CDL, representing the Applicant
<u>Date of Decision:</u>	July 30, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against DAS as the Respondent/Tenant was filed by the Rental Office May 28, 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 June 23, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had failed to comply with a rental officer order to pay future rent on time, 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 30, 2019, in Yellowknife. CDL appeared representing the Applicant. DAS was served notice of the hearing by email deemed received June 23, 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 residential tenancy agreement between the parties commencing February 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 10-14894 issued October 28, 2015, required the Respondent to pay rental arrears in the amount of \$1,968, terminated the tenancy November 30, 2015, unless the rental arrears were paid in full, and evicted the Respondent from the rental premises December 1, 2015, if the termination of the tenancy agreement became effective.

Rental Officer Order Number 16239 issued November 20, 2018, required the Respondent to pay rental arrears in the amount of \$4,486.01 in minimum monthly installments of \$800 starting in December 2018, required the Respondent to pay rent on time in the future, terminated the tenancy agreement February 28, 2019 unless at least \$5,460 of the rental arrears was paid, and evicted the Respondent from the rental premises March 1, 2019, if the termination of the tenancy agreement became effective.

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 \$1,020 per month. The late payment penalties were calculated in accordance with the Act and Regulations, and late payment penalties of \$34 for July 2019 were added to the lease ledger balance. Either insufficient payments or no payments were received in eight of the last 12 months of the tenancy.

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 the rent when due, has failed to comply with rental officer orders to pay future rent on time, and has accumulated rental arrears in the amount of \$3,013.01. That amount represents approximately three months' rent.

Termination of the tenancy agreement

In light of the Respondent's repeated failure to pay the rent in full when due, the Respondent's failure to comply with a rental officer order, 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 the rent for August on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$3,013.01 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b)); and
- terminating the tenancy agreement August 31, 2019, unless the rental arrears are paid in full and the rent for August is paid on time (p. 41(4)(c), ss. 83(2)).

Adelle Guigon
Rental Officer