

IN THE MATTER between **NPRLP**, Applicant, and **JN and LN**, Respondents.

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-

JN and LN

Respondents/Tenants

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 JN, Respondent LN, Respondent
<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 JN and LN as the Respondents/Tenants 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 22, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondents 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 30, 2019, in Yellowknife. CDL appeared representing the Applicant. JN and LN appeared as Respondents.

Preliminary matter

The application to a rental officer and the face of the written tenancy agreement identified the Respondents/Tenants as JN and LN. At hearing, the Respondents confirmed that LN's first name was miss-spelled in both documents, but had been corrected on the signature page of the written tenancy agreement. The parties agreed to amend the application to reflect the correct spelling of LN's name. The style of cause going forward will be NPRLP v. JN and LN.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties commencing February 1, 2019. 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 assessed rents, late payment penalties, and payments received against the Respondents' rent account. Rent was established at \$1,800 per month. The late payment penalties were calculated in accordance with the Act, and late payment penalties of \$34 for July were added to the lease ledger balance. Insufficient payments were made in five of the six months of the tenancy.

The Respondents did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. They committed to having the balance of rental arrears resolved by the end of September and to paying future rent on time.

I am satisfied the adjusted lease ledger accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay rent in full when due and have accumulated rental arrears in the amount of \$1,758.02. That amount represents approximately one month's rent.

Termination of the tenancy agreement

In light of the Respondents' repeated failure to pay the 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, the termination order will be conditional on the Respondents paying the rental arrears in full and paying future rents on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$1,758.02 (p. 41(4)(a));
- requiring the Respondents 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 rents for August and September are paid on time (p. 41(4)(c), ss. 83(2)).

Adelle Guigon
Rental Officer