

IN THE MATTER between **NPRLP**, Applicant, and **AN and BN**, 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-

AN and BN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 30, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the Applicant

Date of Decision: July 30, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against AN and BN 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 Respondents 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 failed to pay the rent 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. AN and BN were served notices of the hearing by email deemed received June 22, 2019. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' 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 September 1, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease ledger entered into evidence represents the Landlord's accounting of monthly rents, late payment penalties, and payments received against the Respondents' rent account. Rent was established at \$1,745 per month. Late payment penalties were calculated in accordance with the Act and Regulations, and \$34 in late payment penalties for July was added to the lease ledger balance at hearing. Over the 11 months of the tenancy, the rent was not paid in January 2019, not enough rent was paid in June 2019, and the rent was paid late (but in full within the month it was due) in May and July 2019. In effect, that pattern means the rent was late for five of the 11 months of the tenancy.

I am satisfied the adjusted lease ledger accurately reflects the current status of the Respondents' rent account. I find the Respondents have failed to pay the full amount of rent when due and have accumulated rental arrears in the amount of \$1,722. That amount represents approximately one month's rent.

Termination of the tenancy agreement

Despite the recent pattern of failing to pay the rent on time, I am not satisfied termination of the tenancy agreement is justified. The Applicant's request for an order to terminate the tenancy agreement is denied.

Orders

An order will issue requiring the Respondents to pay rental arrears in the amount of \$1,722 and requiring the Respondents to pay their rent on time in the future.

Adelle Guigon
Rental Officer