

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

**TO**

Respondent/Tenant

**REASONS FOR DECISION**

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

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against TO 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 the full amount of 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. TO 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 May 1, 2017. 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 rent, late payment penalties, and payments received against the Respondent's rent account. Rent was established at \$1,392 per month after determining that an invalid rent increase had been applied for the months of May to July 2019 and adjusting the lease ledger accordingly. Late payment penalties were calculated in accordance with the Act and Regulations, and \$34 in late payment penalties for July 2019 was 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 rent in full when due and has accumulated rental arrears in the amount of \$2,848.56. That amount represents approximately two months' rent.

*Termination of the tenancy agreement*

In light of the Respondent's repeated failure to pay the rent in full when due and the amount of rental arrears 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 \$2,848.56 (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)).

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Adelle Guigon  
Rental Officer