

IN THE MATTER between **NPRLP**, Applicant, and **SA and SK**, 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-

**SA and SK**

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 SA and SK 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 23, 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. SA and SK were served notices of the hearing by email deemed received June 23, 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 February 1, 2019. 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 \$1,650 per month. Late payment penalties were calculated in accordance with the Act and Regulations. Either insufficient payments or no payments were made in two of the six months of the tenancy. However, since filing of the application to a rental officer the Respondents have successfully made sufficient payments to bring a credit balance to the rent account.

As a consequence of the resolution of the Respondents' rent account, the Applicant's representative withdrew their request for orders to pay the rental arrears and terminate the tenancy agreement, instead requesting an order for future rent to be paid on time.

I am satisfied the 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. An order will issue requiring the Respondents to pay their rent on time in the future.

---

Adelle Guigon  
Rental Officer