

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

JSB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 21, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CDL, representing the Applicant
<u>Date of Decision:</u>	August 21, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against JSB as the Respondent/Tenant was filed by the Rental Office June 19, 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 registered mail signed for July 6, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due and had accumulated rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 21, 2019, in Yellowknife. CDL appeared representing the Applicant. JSB was served notice of the hearing by registered mail signed for July 6, 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 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 rent, late payment penalties, and payments received against the Respondent's rent account. Rent was established at \$2,000 per month. Late payment penalties were calculated in accordance with the Act, and \$25 in late payment penalties for August was added to the lease ledger balance at hearing. Rent has been paid late in six of the 12 months of the tenancy, and no rent was paid in three of the 12 months. The last payment received against the Respondent's rent account was recorded June 28, 2019, in the amount of \$2,125.

The lease ledger also included monthly charges for "pet fees". The written tenancy agreement does include a condition for monthly pet fees without reference to whether or not the pet fees are refundable and whether or not there is a maximum amount that will be collected. The Act provides for a pet security deposit to a maximum value of 50 percent of one month's rent. In my opinion, the

monthly pet fees as described in the written tenancy agreement are contrary to the Act and therefore invalid. While I see no reason why the Landlord could not collect the pet security deposit in monthly installments, the Landlord would be prohibited from collecting more than 50 percent of one month's rent as allowed for in the Act. Additionally, the Landlord would be required to return or retain the pet security deposit at the end of the tenancy in accordance with the Act.

In this case, the maximum pet security deposit the Landlord could collect is \$1,000. Over the course of the tenancy, the Applicant charged \$275 in "pet fees" and of that the Respondent paid \$225. The resident ledger was amended at hearing to deduct the difference of \$50 from the balance owing.

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 \$4,083. That amount represents approximately two months' rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's 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.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$4,083 (p. 41(4)(a));
- terminating the tenancy agreement August 31, 2019 (p. 41(4)(c));
- evicting the Respondent from the rental premises September 15, 2019 (p. 63(4)(a)); and
- requiring the Respondent to pay compensation for use and occupation at a rate of \$65.75 for each day the Respondent remains in the rental premises after August 31, 2019 (p. 63(4)(b)).

Adelle Guigon
Rental Officer