

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

JK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 21, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the Applicant

Date of Decision: August 21, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against JK 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 deemed served July 5, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

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

A hearing was scheduled for August 21, 2019, in Yellowknife. CDL appeared representing the Applicant. JK was served notice of the hearing by registered mail deemed served July 5, 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 Act.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties commencing June 22, 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 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 2019 was added to the lease ledger balance at the hearing. Either insufficient payments or no payments were made in 7 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 the rent in full when due and has accumulated rental arrears in the amount of \$3,538. 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 when due, the amount of rental arrears that have accumulated, and the Respondent's failure to communicate effectively with the Landlord, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, the termination and eviction orders will be conditional on the rent for September being paid in full by September 15, 2019, and the rental arrears being paid in full by September 30, 2019.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$3,538 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement September 30, 2019, unless the rent for September is paid in full by September 15, 2019, and the rental arrears are paid in full by September 30, 2019 (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises October 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer