

IN THE MATTER between **NPRLP**, Applicant, and **CS**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

NPRLP

Applicant/Landlord

-and-

CS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 23, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CDL, for the Applicant
<u>Date of Decision:</u>	October 23, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against CS as the Respondent/Tenant was filed by the Rental Office September 24, 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 on October 3, 2019.

The Applicant claimed that the Respondent had rental arrears and an order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for October 23, 2019, and both parties were served with notice of this hearing. Janice Laycock, Rental Officer, and CDL, representative for the Applicant, appeared in person. No one appeared for the Respondent. The hearing proceeded in the Respondent's absence as provided for under section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy starting on July 1, 2019. Both the ledger entered into evidence and the testimony of the Applicant established that the tenant moved into the rental premises in June, 11 days early. According to the testimony of the Applicant, the Respondent has indicated that they will be vacating the rental premises on October 31, 2019. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

An updated lease ledger for the period June 19 to October 1, 2019, was provided at the hearing. According to this information, the Respondent is in arrears and currently owes the Applicant \$4,077. As the Respondent did not appear at the hearing I asked that the Applicant provide the Respondent with an updated copy of the lease ledger.

Pet fee - In addition to rent and late payment penalties the ledger also includes a \$50 per month pet fee. It was explained to the Applicant that under subsection 14.2(1) of the Act a landlord can charge a pet security deposit, but not a pet fee.

According to the Act, “A Landlord shall not require or receive from a tenant or prospective tenant any amount as a deposit for damages or for arrears of rent, or any other amount as a condition of entering a tenancy agreement, other than a security deposit and, if applicable, a pet security deposit.”

Once the pet fees totalling \$200 are deducted from the lease ledger the total rental arrears owing are \$3,877.

Late Payment Penalty - At the hearing the Applicant asked that the rental arrears owing be revised to include late payment penalties for October 2019, up to and including today’s date. This request was granted because even though the Respondent made a payment for rent and arrears of \$2,000 in September, this payment did not cover off all arrears and no payment has been made in October 2019. The late payment penalty for October is calculated as \$27, and along with previously assessed penalties for July, August, and September, the total late payment penalties up to and including October 23, 2019, are \$128. These calculations are consistent with the Act and the *Residential Tenancies Regulations* (the Regulations).

Total Arrears - With the adjustments described above, the revised rental arrears owed by the Respondent to the Applicant are \$3,904. This is consistent with an updated copy of the lease ledger (to October 23, 2019) which was provided to the Rental Office and the Respondent by email just after the hearing.

I am satisfied that the lease ledger statement to October 23, 2019, accurately reflects the current status of the Respondent’s rental account. I find that the rental arrears owing to the Applicant by the Respondent are \$3,904.

Termination and Eviction

The lease ledger statement provided by the Applicant shows a history of non-payment of rent or only partial payment. In the four-month period since the tenancy began the Respondent has been late in paying, has not paid the full amount, or has not paid anything. In September there was some effort to pay rent and a portion of the arrears (\$2,000), but not the full amount owing. The Applicant testified that there has been no communication from the tenant about their arrears and even though the tenant has said that they plan to move out of the rental premises on October 31, 2019, the Applicant was not confident that this would happen and requested an order for termination and eviction.

Based on the evidence presented, and the testimony of the Applicant, I find that the Respondent has repeatedly failed to pay their full rent when due and have accumulated rental arrears. For these reasons I am satisfied that termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$3,904 (p. 41(4)(a));
- terminating the tenancy agreement on October 31, 2019 (p.41(4)(c)); and
- evicting the Respondent from the rental premises on or after November 1, 2019 (p. 63(4)(a)).

Janice Laycock
Rental Officer