

IN THE MATTER between **NPRLP**, Applicant, and **JM and AC**, 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-

**JM and AC**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** November 12, 2019

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** CDL, representing the Applicant

**Date of Decision:** November 21, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against JM and AC as the Respondents/Tenants 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 Respondents by email deemed received October 3, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondents 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 November 12, 2019, in Yellowknife. CDL appeared representing the Applicant. JM and AC were served notices of the hearing by email deemed received October 3, 2019. The Respondents did not appear at the hearing, nor did anyone appear on their 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 May 1, 2019, for a fixed term to April 30, 2020. 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 \$1,755 per month. Late payment penalties were calculated in accordance with the Act and Regulations. No payments were received in four of the seven months of the tenancy.

I am satisfied the lease ledger accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay the rent when due and have accumulated rental arrears in the amount of \$2,928.35. That amount represents approximately two months' rent.

*Electricity bills*

The lease ledger included five sets of charges since the tenancy started for electricity bills. Section 4 of the written tenancy agreement includes the obligation for the Tenant to take responsibility for the electricity account for the rental premises. The fact of the recovery charges being applied to the Tenants' account establishes on a balance of probabilities that the Respondents have failed to comply with their obligation to take responsibility for the electricity account. The electricity bills remain in the Landlord's name, resulting in the Landlord receiving the bills and presumably paying them on the Tenant's behalf. Given the Tenants' obligation to take responsibility for the electricity account was not complied with by the Tenants, the payment by the Landlord of the resulting electricity bills for that period would constitute losses suffered by the Landlord as a direct result of the Tenants' breach. No payments were recorded in the Respondents' rent account for any of the electricity bills that were charged back to them.

I am satisfied that the Respondents have failed to comply with their obligation to take responsibility for the electricity account for the rental premises. Despite being given an opportunity to do so, the Applicant was unable to provide evidence of the individual electricity bills, and proof that the Landlord had paid those bills, within a reasonable time frame given the conditional termination and eviction orders which follow. As such, I cannot be satisfied at this time that the Applicant has suffered demonstrable monetary losses as a direct result of the Respondents' failure to transfer the electricity account into their own names. The Applicant may file a new application to a rental officer for those monetary claims if they wish.

*Termination of the tenancy agreement and eviction*

In light of the Respondents' repeated failure to pay the rent when due, the amount of rental arrears that have accumulated, and the Respondents' repeated failure to comply with their obligation to take responsibility for the electricity account, 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 Respondents paying the rental arrears in full, paying future rent on time, and transferring the electricity account for the rental premises into their own names.

*Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$2,928.35 (p. 41(4)(a));
- requiring the Respondents to pay their future rent on time (p. 41(4)(b));
- requiring the Respondents to comply with their obligation to take responsibility for the electricity account for the rental premises (p. 45(4)(a));
- terminating the tenancy agreement December 31, 2019, unless the rental arrears are paid in full, the rent for December is paid on time, and the electricity account has been transferred into either or both of the Respondents' names (p. 41(4)(c), p. 45(4)(e), ss. 83(2)); and
- evicting the Respondents from the rental premises January 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer