

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

PL

Respondent/Tenant

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 12, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against PL 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 registered mail signed for October 2, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent 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 November 12, 2019, in Yellowknife. CDL appeared representing the Applicant. PL was served notice of the hearing by registered mail signed for October 2, 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 May 1, 2019, for a fixed-term to June 30, 2020. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents, late payment penalties, and payments received against the Respondent's rent account. The rent was established at \$2,400 per month. Late payment penalties were calculated in accordance with the Act. The last payment received on the rent account was recorded July 17, 2019, in the amount of \$2,440. No payments were received in five of the seven months of the tenancy.

The lease balance statement also included charges for an unpaid electricity bill. Section 4 of the written tenancy agreement does include an additional obligation identifying the Tenant as being responsible for the electricity bills to the rental premises. However, the Landlord did not apply for losses suffered as a direct result of the Tenant's failure to transfer the electricity account to their own name, nor did the Landlord provide evidence of either the specific electricity bill or that the Landlord had paid the electricity bill. The total charged to the tenant for the electricity bill of \$64.64 was denied and that amount was deducted from the lease balance statement.

I am satisfied the adjusted lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$9,989. That amount represents approximately four months' rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$9,989 (p. 41(4)(a));
- terminating the tenancy agreement November 30, 2019 (p. 41(4)(c));
- evicting the Respondent from the rental premises December 1, 2019 (p. 63(4)(a)); and
- requiring the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$78.90 for each day the Respondent remains in the rental premises after November 30, 2019, to a maximum of \$2,400 per month (p. 63(4)(b)).

Adelle Guigon
Rental Officer