

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

CV

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 CV 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 October 4, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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 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. CV was served notice of the hearing by email deemed received October 4, 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 14, 2018. The Respondent vacated the rental premises, ending the tenancy agreement as of October 11, 2019. Consequently, the Applicant's representative withdrew their request for termination and eviction orders, seeking only an order for payment of rental arrears. I am satisfied a valid tenancy agreement was 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 \$1,800 per month. The late payment penalties were calculated in accordance with the Act. The last payment received against the rent account was recorded August 13, 2019, in the amount of \$900. The security deposit of \$710.38 was appropriately retained against the rental arrears.

Cleaning

The lease ledger included charges for cleaning the rental premises at the end of the tenancy. No evidence was presented establishing whether or not the Respondent had received copies of the entry and exit inspection reports and the move-out statement. Because it is unclear whether or not the Respondent was aware of the charges prior to this hearing, I deemed it unfair to consider those claims at this time. The \$949 charged for cleaning was deducted from the lease ledger balance. Should the Landlord be unsuccessful at recovering the cleaning costs from the Respondent directly, they may make a new application to a rental officer for those claims.

Pet fees

The lease ledger also included monthly charges for “pet fees”. The written tenancy agreement includes 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.

Given that the imposition of the “pet fees” is contrary to the Act and therefore invalid, and given that the Landlord did not make an application for any outstanding pet security deposit amount, the \$314.17 in “pet fees” that were charged during the tenancy were deducted from the ledger balance. The Applicant’s representative was again warned about the invalidity of imposing “pet fees” as they are described in their written tenancy agreement. The Applicant’s representative was further cautioned that continuing to require a non-refundable “pet fee” instead of the permitted refundable pet security deposit may be considered a summary offence under section 91 of the Act.

I am satisfied the adjusted lease ledger accurately reflects the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$1,875.45.

Order

An order will issue requiring the Respondent to pay rental arrears in the amount of \$1,875.45.

Adelle Guigon
Rental Officer