

IN THE MATTER between **PBW**, Applicant, and **MT**, 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:

**PBW**

Applicant/Landlord

-and-

**MT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 21, 2019

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

**Appearances at Hearing:** PBW, Applicant  
AM, witness for the Applicant

**Date of Decision:** November 24, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by PBW as the Applicant/Landlord against MT as the Respondent/Tenant was filed by the Rental Office October 21, 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 November 17, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was scheduled for November 21, 2019, in Yellowknife. PBW appeared by telephone as Applicant, with AM appearing in person on the Applicant's behalf. MT was served notice of the hearing by email deemed received November 17, 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 15, 2019. The Respondent vacated the rental premises, ending the tenancy October 21, 2019. Consequently, the Applicant withdrew his request for termination of the tenancy agreement and eviction, seeking only an order for payment of the rental arrears. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### *Rental arrears*

The written tenancy agreement established that the rent would consist of the repayment of monthly electricity and water bills to the Applicant, plus \$500 per month for the propane. The propane was prorated to \$250 for May. The Applicant provided all of the electricity and water bills for May through October. The electricity bills totalled \$1,533.49; the water bills totalled \$817.58. The propane costs add up to \$2,750 for 5.5 months. The total rents payable for the entirety of the tenancy amounts to \$5,101.07. The only payment received by the Applicant from the Respondent was made August 2, 2019, in the amount of \$1,387.11 for the rents for May and June. Several text messages were provided establishing that the Applicant had notified the Respondent of the monthly bills and requested outstanding payments.

I am satisfied the accountings provided by the Applicant accurately establish the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$3,713.96. That amount represents approximately four month's rent.

*Order*

An order will issue requiring the Respondent to pay rental arrears in the amount of \$3,713.96.

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Adelle Guigon  
Rental Officer