

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

CA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 9, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the Applicant

Date of Decision: January 9, 2020

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against CA as the Respondent/Tenant was filed by the Rental Office November 19, 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 December 13, 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 held January 9, 2020, in Yellowknife. CDL appeared representing the Applicant. CA was served notice of the hearing by email deemed received December 13, 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 for a fixed-term from September 1, 2019, to August 31, 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 Respondent's rent account. Rent was established at \$2,100 per month. Late payment penalties were calculated in accordance with the Act and Regulations. Either insufficient payments or no payments were received in four of the six months of the tenancy.

I am satisfied the lease ledger accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the rent in full when due and has accumulated rental arrears in the amount of \$5,071.42. That amount represents approximately three months' rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent when due and the amount of rental arrears that have accumulated, 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 Respondent paying the rental arrears in full and paying future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$5,071.42 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement March 31, 2020, unless the rental arrears are paid in full and the rents for February and March are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises April 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer