

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

PR

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 PR 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 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. The Respondent 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 May 1, 2019, 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 Respondent's rent account. Rent was established at \$1,600 per month. No payments were received in four of the nine months of the tenancy, with the last payment recorded September 11, 2019, in the amount of \$1,600.

A charge of \$207 for costs of repairs was included in the lease ledger which was not referenced in the application and for which no evidence was presented. The amount of \$207 was deducted from the lease ledger balance.

Two anomalies were noted in the lease ledger, neither of which are common occurrences for this Landlord. The first is the entry of security deposits for a total amount exceeding the maximum allowed under the Act. No payments were received against any of the security deposit, and the Landlord did not apply for the payment of the security deposit. The total amount of \$1,991.25 was deducted from the lease ledger balance.

The second anomaly was with respect to the calculation of the late payment penalties. Usually this Landlord is very good about calculating the late payment penalties in accordance with the Act. However, in this case there were several months in which more was charged than was allowed for in the Act and Regulations. A review of the amounts charged compared with a calculation of the allowable amounts showed \$26 in overcharged late payment penalties. That \$26 was deducted from the lease ledger balance.

The Applicant's representative confirmed that there has been no communication from the Respondent regarding her rent account, but that the Respondent remains in occupancy of the rental premises.

I am satisfied the adjusted lease ledger accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the rent when due and has accumulated rental arrears in the amount of \$5,845.50. 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 amount of rental arrears, 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 \$5,845.50 (p. 41(4)(a));
- terminating the tenancy January 31, 2020 (p. 41(4)(c));
- evicting the Respondent from the rental premises February 1, 2020 (p. 63(4)(a)); and
- requiring the Respondent to pay compensation for use and occupancy of the rental premises at a rate of \$52.60 for each day she remains in the rental premises after January 31, 2020, to a maximum of \$1,600 per month (p. 63(4)(b)).

Adelle Guigon
Rental Officer