

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

TB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 10, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the Applicant

Date of Decision: March 10, 2020

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against TB as the Respondent/Tenant was filed by the Rental Office January 21, 2020. 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 February 6, 2020, 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 March 10, 2020, in Yellowknife. CDL appeared representing the Applicant. TB was served notice of the hearing by email deemed received February 6, 2020. 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 20, 2019, for a fixed-term to September 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 \$1,575 per month. Late payment penalties were calculated in accordance with the Act and Regulations. No payments were received for rent in six of the seven 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 and has accumulated rental arrears in the amount of \$9,187.50. That amount represents approximately six months' rent.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeatedly 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 \$9,187.50 (p. 41(4)(a));
- terminating the tenancy agreement March 31, 2020 (p. 41(4)(c));
- evicting the Respondent from the rental premises April 1, 2020 (p. 63(4)(a)); and
- requiring the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$51.78 for each day the Respondent remains in the rental premises after March 31, 2020, to a maximum of \$1,575 per month (p. 63(4)(b)).

Adelle Guigon
Rental Officer