

IN THE MATTER between **NPRLP**, Applicant, and **PL**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

NPRLP

Applicant/Landlord

-and-

PL

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 25, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CDL, representing the Applicant
<u>Date of Decision:</u>	August 26, 2020

REASONS FOR DECISION

The Respondent was sent a filed application and notice of attendance by email on July 31, 2020. In my opinion, it is reasonable to deem the documents served. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The written tenancy agreement between the parties was made for a one-year term that expired in December 2018 and was renewed on a monthly basis. The monthly rent for the premises is \$1,365 and the Applicant has collected a security deposit of \$682.50.

The Applicant alleged the Respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the Respondent to pay rent arrears, terminating the tenancy agreement, and eviction.

The Applicant provided a lease ledger in evidence which indicated a balance owing of \$2,892 as at August 21, 2020. From July 2018 through November 2019, except for December 2018, the Applicant charged the Respondent \$25 per month as a "pet fee". The Applicant stated that in November 2019 the cumulative fees of \$400 were reversed and debited as a "pet deposit" to conform with the *Residential Tenancies Act*. The Applicant testified that the total pet security deposit required was \$682.50 and that the remaining balance was to be applied in monthly debits of \$25. This is consistent with the ledger provided in evidence.

I am satisfied the ledger is in order. Since there do not appear to be any payments specifically applied to the pet security deposit, I find the outstanding balance of the pet security deposit to be \$625 and the rent arrears to be \$2,267 calculated as follows:

November 2019 pet security deposit debit	\$400.00
Monthly pet security deposit debits (9 x \$25)	<u>225.00</u>
Total pet security deposit due	\$625.00
Plus rent arrears	<u>2,267.00</u>
Total	<u><u>\$2,892.00</u></u>

The Applicant testified that the Respondent had not provided any written notice concerning his inability to pay the rent due to the COVID-19 pandemic. However, the Applicant stated that the Respondent had spoken to them and outlined his plan to pay the rent arrears by the end of August 2020. I note that the Respondent has made three payments of \$1,000 in August which have significantly reduced the arrears.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the outstanding pet security deposit are paid. An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$2,267 and the outstanding pet security deposit of \$625. The order shall terminate the tenancy agreement on October 31, 2020, unless the rent arrears (\$2,267), outstanding pet deposit (\$625), and the rents and pet security deposit payments for September and October (\$2,780) are paid in full.

Rent arrears	\$2,267.00
O/S pet security deposit	625.00
September rent	1,365.00
October rent	1,365.00
September pet security deposit	25.00
October pet security deposit	<u>25.00</u>
Total	<u><u>\$5,672.00</u></u>

No eviction order will issue at this time. If this order is not satisfied and the tenancy agreement is terminated, then the Applicant may file another application seeking an eviction order.

Hal Logsdon
Rental Officer