

IN THE MATTER between **NPRLP**, Applicant, and **DB and CL**, Respondents.

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-

DB and CL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 10, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JK, representing the Applicant

Date of Decision: November 19, 2020

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against DB and CL as the Respondents/Tenants was filed by the Rental Office October 8, 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 Respondents by registered mail delivered October 21, 2020.

The Applicant alleged the Respondents had repeatedly failed to pay the full amount of rent 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 November 10, 2020, by three-way teleconference. JK appeared representing the Applicant. DB and CL were served notices of the hearing by registered mail delivered October 21, 2020. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' 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 August 24, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease ledger represents the Landlord's accounting of charges and payments made against the Respondents' rent account. The monthly rent was established at \$2,500 per month.

The lease ledger included in the application package was printed October 2, 2020. The Applicant's representative explained that the Landlord had recently changed ownership and due to the transition to a new accounting software he was unable to access or print the current lease ledger. What he was able to view during the hearing appeared to be incomplete, so the Applicant's representative committed to obtaining the current lease ledger from his head office and forwarding it to the Rental Office for review.

From the October 2nd lease ledger reviewed at the hearing I was able to identify monthly pet security deposit charges of which \$225 remained unpaid. Given that the application did not reference a claim for the unpaid pet security deposit charges, I did not consider them and deducted the unpaid security deposit amount from the ledger balance. Doing so resulted in a balance owing for rent in the amount of \$5,330.

I was also able to confirm from the October 2nd lease ledger reviewed at the hearing that the Respondents had failed to pay the full amount of the rent in eight of the last 12 months of the tenancy, which resulted in the accumulated rental arrears claimed.

I made a finding at the hearing that the Respondents had failed to comply with their obligation to pay the rent in full when due, and that the Respondents had accumulated rental arrears, but reserved my decision on the value of the rental arrears until I could review the current lease ledger.

The Applicant's representative provided the lease ledger printed November 12, 2020, after the hearing. I confirmed that it was consistent with the October 2nd printed ledger and included additional transactions since that date. I established upon review that the amount of unpaid pet security deposit charges remained unchanged at \$225 and deducted that amount from the ledger balance, resulting in accumulated rental arrears in the amount of \$6,355. This amount includes late payment penalties calculated in accordance with the Act, and represents approximately three months' rent.

Termination of the tenancy agreement and eviction

Given the Respondents' repeated failure to pay the rent in full 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 Respondents paying the rental arrears in full by December 31, 2020, and paying the December rent on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$6,355 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement December 31, 2020, unless the rental arrears are paid in full and the rent for December is paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises January 1, 2021, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer