

IN THE MATTER between **RT**, Applicant, and **TP**, 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:

**RT**

Applicant/Landlord

-and-

**TP**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 28, 2021

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** RT, Applicant

**Date of Decision:** May 10, 2021

### **REASONS FOR DECISION**

An application to a rental officer made by RT as the Applicant/Landlord against TP as the Respondent/Tenant was filed by the Rental Office March 22, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent April 3, 2021.

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 April 28, 2021, by three-way teleconference. RT appeared as Applicant. TP was personally served with notice of the hearing April 3, 2021. 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 agreements*

Evidence was presented establishing a joint tenancy agreement for the entire rental premises between the Landlord and five tenants, including the Respondent, commencing September 1, 2020. A sole tenancy agreement was subsequently entered into with the Respondent for Bedroom #1 (front) commencing January 1, 2021. I am satisfied valid tenancy agreements were and are in place in accordance with the Act.

#### *Rental arrears*

A decision on this matter was reserved pending receipt of an updated rent ledger from the Applicant. The rent ledger represents the Landlord's accounting of monthly rents and payments received between October 1, 2020, and May 3, 2021.

The rents for October to December 2020 were established at \$1,700 per month for the joint tenancy agreement. The Respondent's sole rent for Bedroom #1 (front) was established at \$700 per month starting in January 2021. The following payments were received against the rent account:

October 13, 2020	\$1,200.00
November 2, 2020	\$1,000.00
December 2, 2020	\$1,150.00
January 4, 2021	\$550.00
<b>Total Payments Received:</b>	<b>\$3,900.00</b>

In effect, insufficient payments were made towards the rent in three of the four months of the joint tenancy and no payments were made towards the rent in four of the five months of the sole tenancy.

The Applicant further requested late payment penalties be added to the rental arrears. My calculations, made in accordance with the Act and the *Residential Tenancies Regulations* (the Regulations), reflect late payment penalties in the amount of \$404 as of May 3, 2021.

I am satisfied the updated rent ledger accurately reflects the current status of the Respondent's rent account. I am further satisfied that the Applicant is entitled to late payment penalties calculated in accordance with the Act and Regulations. I find the Respondent has repeatedly failed to pay the rent and has accumulated rental arrears in the amount of \$4,700. Including the late payment penalties, the Respondent is liable to the Applicant for rental arrears totalling \$5,104.

*Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated 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 and late payment penalties in the total amount of \$5,104 (p. 41(4)(a));
- terminating the tenancy agreement May 31, 2021 (p. 41(4)(c));
- evicting the Respondent from the rental premises June 1, 2021 (p. 63(4)(a)); and
- requiring the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$23.01 for each day he remains in the rental premises after May 31, 2021, to a maximum of \$700 per month (p. 63(4)(b)).

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Adelle Guigon  
Rental Officer