

IN THE MATTER between **NCHYP**, Applicant, and **EK**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

NCHYP

Applicant/Landlord

-and-

EK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 17, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RP, representing the Applicant

Date of Decision: August 17, 2021

REASONS FOR DECISION

An application to a rental officer made by NCHYP as the Applicant/Landlord against EK as the Respondent/Tenant was filed by the Rental Office July 2, 2021. 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 July 25, 2021.

The Applicant claimed the Respondent had accumulated significant rental arrears and an order was sought for payment of the rental arrears, termination of the tenancy, and eviction.

A hearing was held August 17, 2021, by three-way teleconference. RP appeared representing the Applicant. EK was served notice of the hearing by email deemed received July 25, 2021. The Respondent did not appear, nor did anyone appear on their behalf. The hearing proceeded in the Respondent's absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was provided establishing a tenancy agreement between NPR Limited Partnership and EK, commencing on May 1, 2020, and continuing month to month. At the hearing it was clarified that the Landlord is now known as NCHYP. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The international lease ledger entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. The monthly rent is \$1,375. On August 17, 2021, just prior to the hearing, the Applicant provided the Rental Office with an updated ledger. At the hearing it was explained that these ledgers are available online to the Tenants and can be accessed anytime.

According to this ledger, it is clear the Respondent has not paid their full rent on time or any rent in some months. According to the ledger, no rent was paid in December 2020 and January, February, June, July, and August 2021. On August 2, 2021, their arrears were \$8,392.83. This amount includes late payment penalties that are consistent with the Act and section 3 of the *Residential Tenancies Regulations* (the Regulations).

I am satisfied the updated lease ledger accurately reflects the status of the rental account as of August 2, 2021. I find the Respondent currently has rental arrears totalling \$8,392.83.

Termination of the tenancy and eviction

At the hearing the Applicant testified that they had tried to contact the Respondent by phone, by email, and by going to their rental premises. They received no response to those efforts and the Respondent was not home when they visited. The Applicant admitted they weren't sure the Respondent was still living in the rental premises and would be checking on that.

In light of the Respondent's repeated failure to pay rent when due and the significant amount of rental arrears that have accumulated, I am satisfied that termination of the tenancy and eviction are justified.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$8,392.83 (p. 41(4)(a));
- terminating the tenancy agreement on August 31, 2021 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises on September 1, 2021 (p. 63(4)(a)).

Janice Laycock
Rental Officer