

IN THE MATTER between **NCHYP**, Applicant, and **WP**, 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-

WP

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 PW 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. PW 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 WP for the period from October 23, 2020, to October 31, 2021. At the hearing it was clarified that the Landlord is now known as NCHYP. It was also clarified that the Respondent's correct name is WP, not PW as set out in the application. The style of cause has been amended accordingly.

The tenancy agreement also names Michelle Paul as co-signer. After the hearing I clarified with the Applicant that Michelle Paul does not in fact live in the rental premises and is not a Tenant under the tenancy agreement.

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 \$1,810. On August 17, 2021, just prior to the hearing, the Applicant provided the Rental Office with an updated ledger. These ledgers are available online to the Tenants and can be accessed anytime.

According to this ledger the Respondent has not paid any rent in the last nine months and has accumulated rental arrears totalling \$16,490. This amount includes four late payment penalties of \$50 each. According to the Act and section 3 of the *Residential Tenancies Regulations*, late payment penalties are calculated at a rate of \$5 for the first day the rent is late plus \$1 for each day thereafter, to a maximum of \$65. The Applicant testified that the \$50 charges were an error in their system. The Landlord usually only charges \$5 per month for late payment penalties, and this Tenant should have been charged \$5 for four months totalling \$20. The ledger was adjusted accordingly, resulting in total rental arrears of \$16,310.

I am satisfied the updated lease ledger accurately reflects the status of the rental account as of August 2, 2021, and I find the Respondent currently has rental arrears totalling \$16,310.

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 even through Facebook in an effort to deal with the arrears but received no response to their efforts. When asked if the Respondent might have abandoned the rental premises, the Applicant stated that they knew the Respondent was in town and after this hearing would go to check the rental premises to see if it was still occupied.

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

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$16,310 (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