

IN THE MATTER between **MP**, Applicant, and **JP**, 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:

**MP**

Applicant/Landlord

-and-

**JP**

Respondent/Tenant

**REASONS FOR DECISION**

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| <b><u>Date of the Hearing:</u></b>    | <b>February 15, 2022</b>                  |
| <b><u>Place of the Hearing:</u></b>   | <b>Yellowknife, Northwest Territories</b> |
| <b><u>Appearances at Hearing:</u></b> | <b>MA, representing the Applicant</b>     |
| <b><u>Date of Decision:</u></b>       | <b>February 15, 2022</b>                  |

**REASONS FOR DECISION**

The Respondent was sent a filed application and notice of attendance by email on January 20, 2022. The email address was specified in the tenancy agreement as an acceptable method of service. The Respondent failed to appear at the hearing. In my opinion, it is not unreasonable to consider the documents served. The hearing was held in the absence of the Respondent.

The parties entered into a one-year term tenancy agreement commencing on November 1, 2020. The rent was \$1,950 per month. The agreement reverted to a monthly tenancy on expiry and the rent was increased to \$2,050 on December 1, 2021.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the Respondent to pay the alleged rent arrears and to terminate the tenancy agreement unless the rent arrears were promptly paid.

The Applicant provided a copy of the rent ledger which indicated a balance of rent of \$9,049, penalties for late rent payment of \$300, and NSF charges of \$120, totalling \$9,469. The Applicant testified that the four NSF charges represented the actual \$30 bank charge applied to the Applicant's account for each returned cheque. The ledger indicates that the Respondent has been in arrears since April 2021 and has not made any payments since November 2021.

I find the ledger in order and find a balance of rent and penalties for late payment of rent in the amount of \$9,349. I find that the applied penalties for late payment of rent are calculated within the limitations permitted by the *Residential Tenancies Regulations*. Notwithstanding that the Respondent has incurred NSF costs, there is no provision in the *Residential Tenancies Act* to recover these costs through an application. Therefore the Applicant's request for compensation for the NSF costs is denied. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the Respondent unless the rent arrears are promptly paid.

An order shall issue requiring the Respondent to pay the Applicant rent arrears and penalties for late payment of rent in the amount of \$9,349. The tenancy agreement shall be terminated on March 15, 2022, unless the rent arrears and the rent for March 2022 in the total amount of \$11,399 has been paid in full. An eviction order shall become effective on March 16, 2022, unless the rent arrears and March 2022 rent have been paid on or before March 15, 2022.

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Hal Logsdon  
Rental Officer