

IN THE MATTER between **ZS**, Applicant, and **LV and TW**, 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 **Renee Fougere**, Rental Officer, regarding a
rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

ZS

Applicant/Landlord

-and-

LV AND TW

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 29, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: ZS

Date of Decision: July 31, 2025

REASONS FOR DECISION

An application to a rental officer made by ZS as the Applicant/Landlord against LV and TW as the Respondents/Tenants was filed by the Rental Office July 2, 2025. 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 email and deemed served on July 5, 2025.

The Applicant claims the Respondents failed to pay rent resulting in the accumulation of rental arrears. An order was sought for payment of arrears, and future rent on time.

A hearing was scheduled for July 29, 2025, by three-way conference. ZS appeared to represent the Applicant. The Respondents did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the Act. I reserved my decision for the Applicant to provide requested documentation, and to review the evidence and testimony.

Tenancy agreement

Evidence was presented establishing a month-to-month residential tenancy agreement between the parties. The tenancy agreement was unsigned. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

From this point forward the Applicant will be known as the Landlord and the Respondents as the Tenants.

Rental arrears and late payment penalties

Subsection 41(1) of the Act requires a Tenant to pay rent to the Landlord in accordance the terms set out in the tenancy agreement.

The Landlord claimed the Tenants failed to pay rent, resulting in the accumulation of arrears. To support the Landlord's claim was a "notice to pay rent," indicating the Tenants had unpaid rent for May and June 2025. The Landlord testified and provided further evidence on July 29, 2025, where the Tenants had not paid rent for July. The Tenant's monthly rent obligation is \$3,200.00, and the total arrears accumulated to date by the Tenants is \$9,600.00.

The Landlord's "notice to pay rent" included a claim calculation of late fees in the amount of \$94.00.

Subsection 3 of the *Residential Tenancies Regulations* (RTR), allows under subsection 41(2) of the Act, a late payment penalty respecting the rent due under the tenancy agreement not to exceed \$5 plus \$1 for each day after the due date that the rent is late to the maximum of \$65.

I believe the calculations were erroneous, as the Landlord indicated 53 late days in May at a charge of \$65.00. However, there are only thirty-one days in May. .../3

After reviewing the updated statement, I find the Landlord is authorized to only claim late payment penalties as follows:

Amount due	Reasoning
\$ 35.00	May rent unpaid
\$ 34.00	June rent unpaid
\$ 33.00	July rent unpaid (up to hearing date)
\$ 102.00	Total due

After reviewing the account statement, I find the Tenants responsible for unpaid rent and penalties in the amount of \$9,702.00.

Orders

An order will be issued:

- requiring the Tenants to pay to the Landlord arrears in the amount of \$9,702.00 (p. 41(4)(a)); and
- requiring the Tenants to pay future rent on time (p.41 (4)(b)).

Renee Fougere
Rental Officer