

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Landlord, and **JANICE BEAULIEU**, Tenant;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

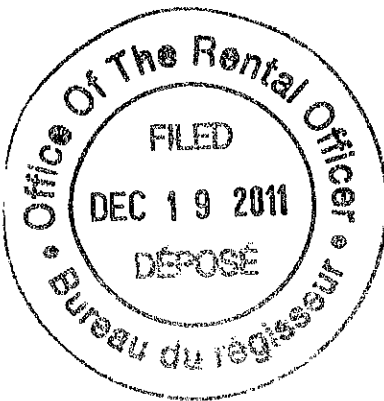
NPR LIMITED PARTNERSHIP

Landlord

- and -

JANICE BEAULIEU

Tenant



ORDER

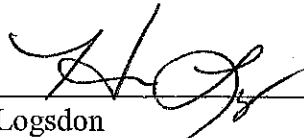
IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the tenant shall pay the landlord rent arrears in the amount of five thousand four hundred forty nine dollars and eighty nine cents (\$5449.89) in three equal payments of one thousand eight hundred sixteen dollars and sixty three cents (\$1816.63) payable on the following dates:
 - a) The first payment of one thousand eight hundred sixteen dollars and sixty three cents (\$1816.63) on or before January 5, 2012 and,
 - b) The second payment of one thousand eight hundred sixteen dollars and sixty three cents (\$1816.63) on or before February 1, 2012 and,
 - c) The final payment of one thousand eight hundred sixteen dollars and sixty three cents (\$1816.63) on or before March 1, 2012.

(\$1816.63) on or before March 1, 2012.

2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 202, 5212 - 51st Street, Yellowknife, NT shall be terminated on January 5, 2012 unless the first installment of rent arrears and the rent for January, 2012 in the total amount of three thousand one hundred thirty six dollars and sixty three cents (\$3136.63) are paid in full.
3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of December, 2011.



Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Landlord, and **JANICE BEAULIEU**, Tenant.

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:

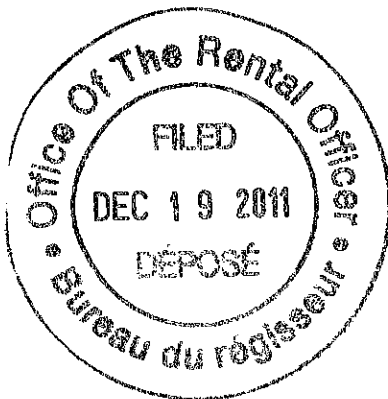
NPR LIMITED PARTNERSHIP

Landlord

-and-

JANICE BEAULIEU

Tenant



REASONS FOR DECISION

Date of the Hearing: December 14, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rosetta Morales, representing the landlord
Meda Shannahan, representing the tenant

Date of Decision: December 17, 2011

REASONS FOR DECISION

The landlord's application was filed on October 24, 2011 and alleged that the respondent had breached the tenancy agreement by failing to pay rent. The landlord sought an order requiring the tenant to pay the alleged rent arrears and terminating the tenancy agreement and evicting the tenant. The tenant's application was filed on October 28, 2011 and sought compensation for personal goods which were damaged in a fire in the residential complex. Both applications pertain to the same rental premises and tenancy agreement and were heard at a common hearing.

The landlord stated that following a fire in Simpson House, the tenant was relocated to temporary accommodation at the expense of the landlord then offered permanent accommodation at Carlton Place at the same monthly rent. A new tenancy agreement was executed commencing on September 1, 2011. The security deposit was transferred to the new tenancy agreement without deduction.

The landlord provided a statement of the rent account which indicated a balance of rent, late rent penalties and electricity paid on behalf of the tenant in the amount of \$5449.89. The statement indicates that no payments whatsoever have been made by the tenant.

The tenant's representative testified that following the fire in Simpson House, a representative of the landlord informed the tenant that the landlord would pay for the replacement of any damaged personal property and instructed the tenant to submit receipts for payment. The tenant's

representative testified that she was present when this verbal commitment was made. No written commitment appears to have been made.

The landlord stated that all staff were authorized to offer reimbursement to tenants for sundry items such as necessary clothing and toiletries during their stay in temporary accommodation. She noted that Article 6.02 of the tenancy agreement between the parties required the tenant to insure her property against damage or loss and relieved the landlord of responsibility to repair or replace the tenant's damaged property.

Prior to the hearing I contacted the Yellowknife Fire Chief who informed me that the cause of the fire was undetermined but that there was no evidence that the fire was caused by any negligence or oversight on the part of the landlord. This report was made known to both parties.

There is certainly no liability of the landlord unless the fire was caused by some negligent act or oversight by the landlord. The tenant bases her claim solely on an alleged verbal commitment by the landlord. I note that the tenant's liability for rent has exceeded her expectation of compensation yet no payment of rent has been made. I also note that the claim for compensation includes a number of items which, in my opinion, would not have sustained any damage due to water or smoke, such as canned beverages and sealed items purchased in mid-October, 2011.

I find it difficult to conclude that the landlord's agent would have agreed to replace any or all of the contents of the apartment simply on the submission of receipts. Tenants in the building were

required to insure their contents against loss. Why would the landlord agree to cover loss when there was no negligence on their part? In my opinion, the tenant has misinterpreted the commitment of the landlord to pay for sundry expenses during the period tenants were housed in temporary accommodation. It appears that this offer still stands but it is not possible for me to attach a value to any potential agreement from the evidence provided.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$5449.89. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. In my opinion, the tenant should be permitted to pay the rent arrears in installments provided the January rent and the first installment are paid promptly.

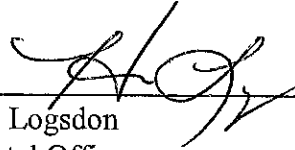
An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5449.89 in three equal payments:

- a) The first payment of \$1816.63 shall be due no later than January 5, 2012 and,
- b) the second payment of \$1816.63 shall be due no later than February 1, 2012 and,
- c) the final payment of \$1816.63 shall be due on or before March 1, 2012.

The order shall also require the respondent to pay future rent on time and shall terminate the tenancy agreement on January 5, 2012 unless the January rent and first installment of rent arrears in the total amount of \$3136.63 are paid in full.

The order shall terminate the tenancy agreement on January 5, 2012 unless the first installment of rent arrears (\$1816.63) and the January rent (\$1320) are paid in full. An eviction order to be

effective on January 6, 2012 unless the first installment of rent arrears and the January, 2012 rent totalling \$3136.63 are paid on or before January 5, 2012 shall be issued separately.

A handwritten signature in black ink, appearing to read 'H. Logsdon', is written over a horizontal line.

Hal Logsdon
Rental Officer