

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **PAOLO BERTOLINI AND LANCE KRISTENSEN**, Respondents;

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**

Applicant/Landlord

- and -

**PAOLO BERTOLINI AND LANCE KRISTENSEN**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #10-13727, filed on January 14, 2014) is rescinded and the respondents are ordered to pay rent arrears in the amount of six thousand two hundred ninety nine (\$6,299.00) dollars in accordance with the following schedule:
  - a) A payment of one thousand six hundred thirty dollars (\$1630.00) payable on or before April 1, 2014.
  - b) A payment of one thousand two hundred dollars (\$1200.00) payable on or before May 1, 2014.
  - c) A payment of one thousand two hundred dollars (\$1200.00) payable on or before June 1, 2014.

- d) A payment of one thousand two hundred dollars (\$1200.00) payable on or before July 1, 2014 and,
  - e) a final payment of one thousand sixty nine dollars (\$1069.00) payable on or before August 1, 2014.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay the monthly rent on time.
3. 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 Apartment 207, 1200 Gitzel Street, Yellowknife, NT shall be terminated on April 2, 2014 unless the first payment of arrears and the rent for April, 2014, in the total amount of three thousand two hundred sixty dollars (\$3260.00) is paid in full on or before April 1, 2014.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of March, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **PAOLO BERTOLINI AND LANCE KRISTENSEN**, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**PAOLO BERTOLINI AND LANCE KRISTENSEN**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 12, 2014

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Marie Laberge, representing the applicant  
Lance Kristensen, respondent

**Date of Decision:** March 13, 2014

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents.

The applicant provided a statement of the rent account which indicated a balance owing of \$7899 and acknowledged that the respondent had made a payment of \$1600 just prior to the hearing which was not included on the statement bringing the balance owing to \$6299.

A previous order (file #10-13727, filed on January 14, 2014) ordered the respondents to pay rent arrears in installments of \$700/month and to pay the monthly rent on time, the first payment of arrears being due on November 30, 2013. The statement indicates that the order was breached on December 1, 2013 when the respondents failed to pay the monthly rent.

The respondent questioned whether the penalties for late rent applied to the account were permitted and whether the landlord could increase the rent without giving a reason or applying the rent increase to all tenants in the residential complex.

The respondent stated that he had lost his job in December, 2013 and was unable to make rent payments or payments of arrears. The respondent stated that he was now employed and was trying to address his debts and could pay \$1000 by the end of March, 2013 and pay the monthly

rent on time. He suggested that he be permitted to pay the remaining arrears according to the previous order of \$700/month.

The landlord did not wish to consider such an extended payment schedule but stated that she would be satisfied if the rent arrears were paid over a period of four months.

I find the penalties for late rent which have been applied to be in accordance with the Act. I find no breach of the Act with regard to the single rent increase which became effective in March, 2014. There is no requirement for a landlord to increase the rent for every tenant in a residential complex. Such a requirement would make it virtually impossible for a landlord to comply with the provisions of the Act pertaining to frequency of increases. There is no requirement in the Act to provide reasons for rent increases.

I find the respondents in breach of their obligation to pay rent and in breach of the previous order. I find the rent arrears to be \$6299. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid. Since the landlord and tenants appear to be willing to have the rent arrears paid in accordance with a payment schedule but can not agree on the details, I shall determine a schedule which in my opinion, permits the tenants to continue the tenancy but offers the landlord reasonable protection against significant future loss.

An order shall issue rescinding the previous order and ordering the respondents to pay the monthly rent on time and in addition pay the rent arrears of \$6299 in accordance with the

following schedule:

Payment due:	April 1, 2014	May 1, 2014	June 1, 2014	July 1, 2014	August 1, 2014
	\$1630	\$1200	\$1200	\$1200	\$1069

The order shall terminate the tenancy agreement on April 2, 2014 unless the first payment of arrears (\$1630) and the April rent (\$1630) totalling \$3260 are paid in full on or before April 1, 2014.

An eviction order to be effective on April 3, 2014 unless the first payment of arrears and the April rent totalling \$3260 are paid in full on or before April 1, 2014.

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Hal Logsdon  
Rental Officer