

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Christine Alaingayok**, Respondent;

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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the city of Yellowknife, Northwest Territories**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

CHRISTINE ALAINGAYOK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$3,078.32 (three thousand seventy-eight dollars thirty-two cents) on or before April 30, 2014.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.

3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties regarding the rental premises known as apartment 10 at 4508 - 49 Avenue in Yellowknife, Northwest Territories, will be terminated June 30, 2014, unless the rental arrears are paid in full by April 30, 2014, and rent is paid on time for the months of May and June 2014.

DATED at the City of Yellowknife in the Northwest Territories this 7th day of April 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Christine Alaingayok**, 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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

CHRISTINE ALAINGAYOK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 2, 2014
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Marie Laberge, representing the applicant
<u>Date of Decision:</u>	April 2, 2014

REASONS FOR DECISION

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Christine Alaingayok as the respondent/tenant was filed by the Rental Office February 18, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as apartment 10 at 4508 - 49 Avenue in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for February 27, 2014.

The applicant alleged the respondent had been repeatedly late paying her rent and had accumulated rental arrears. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for April 2, 2014. Ms. Marie Laberge appeared representing the applicant. Ms. Christine Alaingayok did appear for the hearing, but had to leave before her matter came forward due to a previously scheduled commitment. She did leave a written statement in her stead. She understood when she left the statement that it could not be given as much weight as her sworn testimony would have been given. The hearing proceeded in Ms. Alaingayok's absence.

Ms. Laberge testified that Ms. Alaingayok had entered into a joint tenancy agreement with Mr. Donnel Browning on January 1, 2011. Mr. Browning was removed from the tenancy agreement on April 22, 2013, leaving Ms. Alaingayok as the sole tenant. Ms. Alaingayok has been carrying rental arrears on her account since February 2013. Income support had been paying some of Ms. Alaingayok's rent, the remainder of which was hers to pay directly. Ms. Alaingayok has made only two payments herself since February 2013: one on May 17, 2013, of \$100 and one on August 14, 2013, of \$65.16. Minimal late payment penalties have been applied to the account for every month since July 2013.

There are also two administration fees applied by the landlord for the processing of payments for electricity bills. The tenancy agreement specifies the tenant is responsible for the electricity bills. When bills are not paid by the tenant, the electricity company transfers the bills back to the building owner for payment, which creates an administrative burden on the landlord which is not accounted for in the rent due to the electricity being the tenant's responsibility. The applicant

cites the value of the added administrative burden of processing payments of tenant utility bills at 15 percent of the amount of the bill. The two electricity bills – for \$88.13 and \$65.16 – were paid by the applicant and the respondent did pay the applicant back for both amounts; The respondent did not pay the 15 percent administration fees of \$13.22 and \$9.77 (total of \$22.99).

Ms. Laberge requested an order for payment of rental arrears, termination of the tenancy agreement, and eviction, citing the repeatedly late payment of rent and significant amount of arrears as grounds for termination of the tenancy and eviction.

Ms. Alaingayok's written submission did not dispute the accumulated rental arrears. She did refer to having made an application to the Homelessness Assistance Fund to pay her arrears, and that she had been told by Lynn Fowley – an administrator of the fund – last week that her application had been approved and that a cheque would be forthcoming. No specific date was given for when to expect the cheque. Ms. Laberge confirmed she was aware that an application had been made by Ms. Alaingayok and was receptive to the implementation of a conditional termination order which would come into effect if the rental arrears were not paid. She also conceded that Ms. Alaingayok's efforts to address her arrears were a positive step for which she should be given the opportunity to prove she could manage her obligations.

Tenancy agreement

The lease entered into evidence by the applicant is dated October 31, 2011, and made between Northern Property Limited Partnership (AKA NPR Limited Partnership) and Donnel Browning and Christine Alaingayok. It is for a fixed-term tenancy starting January 1 to December 31, 2011, after which it automatically renewed as a month-to-month tenancy. The agreement clearly indicates the amount of the monthly rent and that the rent is due and payable the first of each month. It also clearly identifies the electricity, telephone, and cable or satellite as being the tenant's responsibility. Attached as part of the lease is an assignment form transferring the lease from Donnel Browning and Christine Alaingayok to Christine Alaingayok on April 22, 2013. I am satisfied a valid tenancy agreement is in place and that Christine Alaingayok has been in continuous possession of the rental premises as a signatory to the lease since January 1, 2011. I am also satisfied that, by signing the lease, Ms. Alaingayok is fully aware of her obligations regarding the payment of rent and utilities.

Rental arrears

The resident ledger card submitted into evidence by the applicant represents the landlord's accounting of charges applied and payments made against the tenant's account. I am satisfied it accurately reflects the payments made by or on behalf of the tenant since February 13, 2012.

There are two payments applied to the account for which there is no corresponding charge: \$5.00 on June 12, 2013, for a mail key and \$25.00 on October 10, 2013, for a laundry card. These two payments will not be included in the calculations of rental arrears.

There is a charge of \$50.00 on November 19, 2013, for a returned cheque due to non-sufficient funds (NSF). I have no evidence before me to substantiate the amount of this charge as an expense incurred by the landlord as a direct result of the tenant's breach of the Act. Were the applicant able to prove, for example, bank charges incurred by the landlord for the NSF cheque then I could consider the charge applied to the tenant. The \$50.00 charge in this instance is disallowed.

The administration charges of 15 percent for the processing of utilities payments for which the tenant is responsible in my opinion is a reasonable charge to account for the extra time the landlord's employees must take to process the unexpected payments and the bank charges incurred by the landlord for the transactions. The administration charges totalling \$22.99 for paying two electricity bills is allowed.

The late payment penalties applied by the landlord as reflected in the resident ledger are calculated in accordance with the *Residential Tenancies Regulations* (the Regulations) and are allowed.

I find Ms. Alaingayok has accumulated rental arrears calculated as follows:

Credit as of January 30, 2013	(\$714.00)
Plus rent for February 2013 to April 2014	\$22,905.00
Plus late payment penalties applied from February 2013 to April 2014	\$180.00
Plus administrative fees for electricity bills	\$22.99
Less payments received between February 1, 2013, and April 1, 2014	(\$19,315.67)
TOTAL RENTAL ARREARS:	\$3,078.32

Termination of the tenancy agreement and eviction

Although Ms. Laberge's allegations that Ms. Alaingayok has been repeatedly late paying her rent throughout her tenancy and has significant rental arrears to date are corroborated by the resident ledger, Ms. Alaingayok's efforts to resolve her situation should be commended and recognized.

The Homelessness Assistance Fund provides assistance to individuals to help resolve their homelessness situation or to avoid homelessness. This is a fund of last resort that is targeted to address situations where unforeseen events occur or unexpected expenses happen for which an individual cannot reasonably recover from without assistance. Recognizing that Ms. Alaingayok has made application to the Homelessness Assistance Fund to pay her rental arrears, and that it is likely her application has been approved, it seems prudent to me to give Ms. Alaingayok enough time to receive the monies to pay her arrears.

In light of the changes it seems Ms. Alaingayok is attempting to make to her life, it also seems appropriate to me to give her the opportunity to prove she can be successful at meeting her obligations respecting her tenancy. Her track record does need to be considered, therefore in my opinion a conditional termination order is warranted in these circumstances. No eviction order will be issued at this time.

An order will issue requiring Ms. Alaingayok to pay rental arrears in the amount of \$3,078.32 by April 30, 2014, to pay her rent on time in the future, and terminating her tenancy agreement June 30, 2014, unless the rental arrears are paid by April 30, 2014, and her rent for May and June are paid on time.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Lease dated October 31, 2011

Exhibit 2: Resident ledger for February 13, 2012, to February 17, 2014

Exhibit 3: Resident ledger for February 13, 2012, to April 1, 2014

Exhibit 4: Northland Utilities statement dated July 8, 2013

Exhibit 5: Applicant's correspondence to respondent dated July 24, 2013

Exhibit 6: Respondent's written statement dated April 2, 2014