

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Kenny Balsillie**, 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 in the Northwest Territories**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

KENNY BALSILLIE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay the applicant rental arrears in the amount of \$4,641.47 (four thousand six hundred forty-one dollars forty-seven cents).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties regarding the rental premises known as suite number J116 at 900 Lanky Court in Yellowknife, Northwest Territories, is terminated May 15, 2014, and the respondent must vacate the rental premises on or before that date.

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 **Kenny Balsillie**, 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-

KENNY BALSILLIE

Respondent/Tenant

REASONS FOR DECISION

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

REASONS FOR DECISION

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Kenny Balsillie 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 suite number J116 at 900 Lanky Court in Yellowknife, Northwest Territories. The applicant served a copy of the filed application package on the respondent by registered mail signed for February 28, 2014.

The applicant alleged the respondent had repeatedly failed to pay rent on time 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. Mr. Kenny Balsillie was served a notice of attendance by registered mail sent March 18, 2014, which was deemed served March 25, 2014, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Mr. Balsillie did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

Ms. Laberge testified that Mr. Balsillie has been a tenant of the applicant since May 22, 2013. As an employee of the applicant initially, Mr. Balsillie received a discount to his rent; after the termination of his employment he was charged the full market rent for the rental premises. Mr. Balsillie began accumulating rental arrears since July 2013; what payments he did make throughout the tenancy to date have been sporadic and insufficient to cover the rent payable. The rental arrears owing as of April 1, 2014, are \$4,641.47.

Ms. Laberge requested an order for the payment of the rental arrears, termination of the tenancy, and eviction. She justified the termination of the tenancy on the grounds that Mr. Balsillie has repeatedly failed to pay his rent on time, what efforts he has made to pay his arrears to date have been insufficient throughout the tenancy, and the landlord has not heard from Mr. Balsillie regarding his intentions for resolving the arrears.

Tenancy agreement

The residential lease entered into evidence by the applicant is between the parties for the rental premises known as suite number J116 at 900 Lanky Court in Yellowknife, Northwest Territories. It was signed May 22, 2013, and is a fixed-term agreement starting June 1, 2013, to July 31, 2014. The agreement specifically identifies the amount of full market rent of \$1,405 as due and payable the first of each month. I am satisfied a valid tenancy is in place and that the tenant is aware of his obligations respecting the payment of rent.

Rental arrears

The resident ledger submitted into evidence by the applicant is the landlord's accounting of security deposit, rent, staff subsidies, late payment penalties, and payments made by the tenant. The security deposit was paid in full by the respondent at the commencement of the tenancy; it is not in dispute at this hearing. I am satisfied the resident ledger accurately represents the application of rents and payments during the course of the tenancy agreement to date.

The staff subsidy is applied in the ledger as a credit charge per month of \$702.50 – half the full market rent – effectively requiring the respondent to directly pay the remaining \$702.50 per month until the termination of his employment, after which it is evident in the ledger he was charged the full market rent. None of the payments Mr. Balsillie made throughout his tenancy have been sufficient to cover his rent, whether subsidized or not. The ledger also supports Ms. Laberge's allegation that Mr. Balsillie has repeatedly failed to pay any rent on time, let alone the full rent. The current amount owing represents approximately three months' full market rent. I find Mr. Balsillie has accumulated rental arrears in the amount of \$4,641.47.

Termination of the tenancy agreement and eviction

Ms. Laberge's arguments for termination of the tenancy agreement, to my mind, are reasonable. Mr. Balsillie's failure to meet his obligations and communicate with the landlord regarding his situation do not give me confidence in the likelihood that he will be able to meet his obligations in the future. In my opinion, termination of the tenancy agreement is warranted and an eviction order is justified.

An order will issue for the respondent to pay rental arrears in the amount of \$4,641.47, termination of the tenancy agreement on May 15, 2014, and eviction May 16, 2014, if the respondent has not vacated the rental premises on or before May 15, 2014. The eviction order will follow under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Residential lease signed May 22, 2013

Exhibit 2: Resident ledger for May 22, 2013, to February 17, 2014

Exhibit 3: Resident ledger for May 22, 2013, to April 1, 2014