

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Landlord, and **TRAVIS ANDERSON**, 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 -

TRAVIS ANDERSON

Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the tenant shall pay the landlord rent arrears in the amount of five thousand two hundred thirty two dollars and fifty cents (\$5232.50).
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 Apartment 24, 15 Ptarmigan Road, Yellowknife, NT shall be terminated on February 10, 2012 and the tenant shall vacate the premises on that date, unless at least two thousand dollars (\$2000.00) of the rental arrears are paid to the landlord.

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 24, 15 Ptarmigan Road, Yellowknife, NT shall be terminated on February 24, 2012 and the tenant shall vacate the premises on that date, unless the remainder of the rent arrears in the amount of three thousand two hundred thirty two dollars and fifty cents (\$3232.50) are paid to the landlord.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of February, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Landlord, and **TRAVIS ANDERSON**, 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-

TRAVIS ANDERSON

Tenant

REASONS FOR DECISION

Date of the Hearing: February 3, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rosetta Morales, representing the landlord
Jonathon Veer, witness for the landlord
Travis Anderson, tenant
Davis Naedzo, witness for the tenant

Date of Decision: February 3, 2012

REASONS FOR DECISION

The landlord's application was filed on January 10, 2012 and alleged that the tenant had failed 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 January 19, 2012 and alleged that the landlord had changed the locks to the premises and disturbed the tenant's possession of the premises. The tenant sought compensation for two days salary totalling \$480.

With the consent of the parties, both matters were heard at a common hearing.

The landlord provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$5232.50. The tenant did not dispute the allegation and stated that he would pay \$2000 on February 10 and the remaining \$3232.50 on February 24, 2012. The landlord agreed to the proposed payment plan.

The tenant stated that while he was at work on January 18, 2012 the landlord changed the locks to the premises and told the occupants that they had to leave the apartment. He stated that when he returned home later that day, he found a notice on his door stating that the locks had been changed and advising him to contact the landlord's office. The notice was provided in evidence.

The tenant stated that he contacted the landlord who provided him access to the apartment and a

new set of keys. The tenant sought compensation for two days of lost salary; one day to file the application and one day to appear at the hearing.

The landlord's witness, a staff member responsible for maintenance, stated that he was passing the tenant's townhouse on January 18, 2012 when he noticed the front door was open. He stated that he was concerned that the premises might freeze and on inspecting the door noticed that it had been forced open and was damaged. On entering the premises he found several other persons, none of whom were the tenant. He asked them to leave and changed the locks on the door so it could be secure. The witness stated that his main concern was the prevention of damage to the property from freezing or any damage that might be committed by the unknown and possibly unauthorized occupants.

The landlord stated that they made every effort to contact the tenant during that day but were unable to do so. She stated that access was promptly given to the tenant on his return.

A landlord may enter rental premises without notice and change the locks if they have reasonable grounds to believe the tenant has abandoned the premises. In my opinion, the landlord did not have reasonable grounds to believe the premises had been abandoned. It was clear that the tenant was still in possession. However, a landlord may also enter the rental premises without notice if an emergency exists and landlords have a duty to mitigate damages to the property. Seeing that the door to the townhouse was open in January surely suggests some degree of emergency. To ignore the obvious consequences and failing to secure the door, the landlord would further

endanger their property. In my opinion, the landlord took reasonable steps to mitigate loss to their property and did not purposefully intend to interfere with the lawful possession of the tenant.

There was no delay on the part of the landlord to return possession to the tenant nor was there any evidence of demand for rent before granting entry. Finding unknown persons in the apartment and evidence of a forced entry would logically give rise to suspicions as to whether the occupants were permitted in the premises by the tenant. In my opinion, the landlord's actions were not unreasonable given the circumstances. I find no grounds for compensation.

The parties have agreed to continue the tenancy agreement on the condition that the rent is paid.

An order shall issue reflecting that agreement. The tenant shall pay the landlord rent arrears of \$5232.50. If at least \$2000 is not paid on or before February 10, 2012, the tenancy agreement will be terminated on that day and an eviction order to be effective on February 11, 2012 issued.

If the remainder of the rent arrears of \$3232.50 is not paid on or before February 24, 2012 the tenancy agreement will be terminated on that date and an eviction order to be effective of February 25, 2012 issued. The eviction orders shall be issued separately.

Hal Logsdon
Rental Officer