

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Joseph Landry**,
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 -

Joseph Landry

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to s. 41(4)(a) of the *Residential Tenancies Act*, the Respondent shall pay to the Applicant rental arrears in the amount of \$3,180 (three thousand one hundred eighty dollars) and late payment penalties in the amount of \$93 (ninety-three dollars), for a total amount owing of \$3,273 (three thousand two hundred ninety-three dollars).

2. Pursuant to s. 41(4)(c) and s. 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the Applicant and the Respondent shall be terminated on July 15, 2013, unless rental arrears are paid in full by that date.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of May 2013.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Joseph Landry**,
Respondent.

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

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BETWEEN:

NPR Limited Partnership

Applicant/Landlord

-and-

Joseph Landry

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 17, 2013

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: Connie Diener, representing the Applicant
Maigan LeFrancois, representing the Applicant
Joseph Landry, Respondent

Date of Decision: May 17, 2013

REASONS FOR DECISION

Application

This application to a Rental Officer was filed by the Rental Office on March 25, 2013, regarding a tenancy agreement for Apartment 307, 4905 - 54 Avenue, in Yellowknife, Northwest Territories. The Applicant served a copy of the filed application on the Respondent on April 2, 2013.

The Applicant indicated on the application that they were seeking payment of rental arrears pursuant to s. 41(4)(a) of the *Residential Tenancies Act* (RTA), termination of the tenancy agreement for non-payment of rent pursuant to section 41(4)(c) of the RTA, termination of the tenancy agreement for repeatedly late payment of rent pursuant to section 54(1)(g) of the RTA, and an eviction order pursuant to section 63(1) RTA.

Exhibits attached to the application included:

Exhibit 1: Assignment Agreement dated January 28, 2013, assigning the tenancy agreement to Joseph Landry and the Lease made February 29, 2012, between Energy Wall & Building Products Ltd. for the residential premises described as 307 Rockridge Apartments, 4905 - 54 Avenue, Yellowknife, Northwest Territories

Exhibit 2: Resident Ledger for February 29, 2012, to March 19, 2013

Hearing

A hearing was scheduled for May 3, 2013, before Rental Officer Hal Logsdon, to which the Applicant appeared. The Respondent was sent a notice of hearing by registered mail sent April 16, 2013, which was deemed served on April 23, 2013, pursuant to s. 71(5) of the RTA. The Respondent failed to appear for the hearing. Prior to adjourning this matter, the Applicant submitted the following exhibit:

Exhibit 3: Resident Ledger for February 29, 2012, to May 1, 2013

A subsequent hearing was scheduled for May 17, 2013, before Deputy Rental Officer Adelle Guigon, to which both the Applicant and the Respondent appeared.

Submissions

At the May 17th hearing, the Applicant reiterated their request for an order for payment of rental arrears, termination of the tenancy agreement, and eviction. They submitted the following exhibit in support of their claim:

Exhibit 4: Resident Ledger for February 29, 2012, to May 10, 2013

Exhibit 4 reflects rental arrears of \$3,180 and late payment penalties of \$113. This ledger also speaks to a pattern of repeatedly late payment of rent since December 2012.

The Respondent did not dispute either the rental arrears or the repeatedly late payment of rent. He did put forth his reasons for being late with the rent as his hours of work were significantly reduced over the winter months and therefore his income was insufficient to cover the rent on a consistent basis. Mr. Landry advised that, with the recent increase in hours of work forthcoming and the addition of a roommate into his home to supplement his ability to pay his rent, he foresees no further issues with paying his rent on time and paying down his rental arrears.

The Applicant indicated they would be satisfied with an order requiring the payment of the rental arrears by July 15, 2013, with termination of the tenancy agreement and eviction if the rental arrears are not paid in full.

Determination

With respect to whether or not the Respondent has rental arrears, based on the Resident Ledger [Exhibit 4] and there being no dispute by the Respondent, I do find that Mr. Landry has rental arrears in the amount of \$3,180.

With respect to the late payment penalties applied against this account, I note that while the total amount of late payment penalties according to the Resident Ledger [Exhibit 4] is \$113, these include charges for late payments incurred prior to the assignment of the lease to Mr. Landry. The Lease Agreement [Exhibit 1] was for a term of March 1, 2012, to February 28, 2013. The Assignment Agreement [Exhibit 1] transferring the tenancy to Mr. Landry is effective January 28, 2013. Therefore, Mr. Landry is only responsible for tenant rights and obligations, including rent and late payment penalties, as of January 28, 2013. I find that the late payment penalties applied by the landlord after January 28, 2013, have been calculated within the requirements of the *Residential Tenancies Regulations* and that Mr. Landry is liable for late payment penalties in the amount of \$93.

With respect to the request by the Applicant for termination of the tenancy agreement for repeatedly late payment of rent, s. 54(1)(g) of the RTA allows the landlord to give at least 10 days notice of termination to a tenant for repeatedly late payment of rent and s. 54(4) of the RTA requires a landlord who has given such a notice of termination to make an application to a rental officer for an order to terminate the tenancy agreement. As there is no evidence before me of the minimum 10-day notice of termination having been given I cannot consider termination of the tenancy agreement pursuant to s. 54(4) of the RTA.

With respect to the request by the Applicant for termination of the tenancy agreement for non-payment of rent, as I have found the Respondent in rental arrears, and considering the Applicant's satisfaction with an order allowing time for resolution of the rental arrears to occur, I find that an order terminating the tenancy agreement if the rental arrears are not paid in full is appropriate, pursuant to s. 41(4)(c) of the RTA.

The application for an eviction order will be addressed in a separate order.

Order

An order will issue requiring the Respondent to pay to the Applicant rental arrears in the amount of \$3,180 and late payment penalties in the amount of \$93, and terminating the tenancy agreement on July 15, 2013, unless the rental arrears have been paid in full.

Adelle Guigon
Deputy Rental Officer