

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Sharon Apsimik**, 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**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

SHARON APSIMIK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the Respondent shall pay her rent on time in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of May 2013.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Sharon Apsimik**, 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-

SHARON APSIMIK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 17, 2013
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Connie Diener, representing the Applicant Maigan LeFrancois, representing the Applicant Sharon Apsimik, Respondent
<u>Date of Decision:</u>	May 17, 2013

REASONS FOR DECISION

Application

This application package submitted by the Applicant/Landlord was received by the Rental Office on March 22, 2013, and filed on March 25, 2013, respecting a tenancy agreement for Apartment 15 at 5023 - 48 Street in Yellowknife, Northwest Territories. The Applicant personally served a copy of the filed application on the Respondent/Tenant on April 2, 2013.

The application indicated the Applicant was seeking the following remedies pursuant to the *Residential Tenancies Act* (the Act):

- Payment of rental arrears in the amount of \$2,195 for the period of February 13, 2012, to March 12, 2013, pursuant to section 41(4)(a) of the Act;
- Termination of the tenancy agreement for non-payment of rent pursuant to section 41(4)(c) of the Act;
- Termination of the tenancy agreement for repeatedly late payment of rent pursuant to section 54(1)(g) of the Act; and
- Eviction of the tenant from the rental premises pursuant to section 63(1) of the Act.

Included in the application package were the following exhibits:

Exhibit 1: Lease Agreement entered into November 27, 2009

Exhibit 2: Resident Ledger from February 13, 2012, to March 13, 2013

Hearing

A hearing regarding this matter was scheduled for May 3, 2013, for which notices of attendance were served on the Applicant personally on April 16, 2013, and on the Respondent by registered mail sent April 16, 2013. The Respondent's notice was deemed served on April 26, 2013, pursuant to section 71(5) of the Act. The Rental Officer unsuccessfully attempted to contact the Respondent by telephone on May 2, 2013.

The Applicant's representative appeared at the hearing on May 3, 2013. There was no one in attendance to represent the Respondent. Prior to the Rental Officer adjourning the hearing, the following exhibit was submitted by the Applicant:

Exhibit 3: Resident Ledger from February 13, 2012, to May 1, 2013

A subsequent hearing was scheduled for May 17, 2013, for which notices of attendance were personally served on the Applicant on May 15, 2013, and substitutionally served on Wayne Heron for the Respondent on May 5, 2013. Both parties appeared at this hearing.

Submissions

The Applicant submitted the following exhibit:

Exhibit 4: Resident Ledger from February 13, 2012, to May 1, 2013

The Resident Ledger is the landlord's record of accounting transactions applied to the tenancy. This latest Resident Ledger [Exhibit 4] reflects rental arrears totalling \$395.

The Applicant indicated that the substantial payment made by the tenant on May 15, 2013, in the amount of \$1,880 against the rental arrears satisfied the Applicant such that they were no longer seeking termination of the tenancy and requested simply an order for future rent to be paid on time.

Determination

The Lease Agreement submitted with the application package indicated a term of November 1, 2009, to October 31, 2010. Pursuant to section 49 of the Act, the tenancy agreement was automatically renewed on November 1, 2010, as a monthly tenancy agreement. Neither party disputed that a valid tenancy agreement existed and I accept that it does.

The Respondent did not contest the Resident Ledger and, therefore, I accept that it reflects the actual payments made by the tenant to date and that it reflects repeatedly late payments of rent.

With respect to the Applicant's initial application for termination of the tenancy for repeatedly late payment of rent, section 54(1)(g) of the Act allows for a landlord to issue a minimum 10-day notice of termination of the tenancy on the tenant who has been repeatedly late in paying their rent. Section 54(4) of the Act requires a landlord who has given a termination notice pursuant to section 54(1) of the Act to apply to the Rental Officer for an order to terminate the tenancy agreement. As there is no evidence before me indicating that a minimum 10-day notice of termination was given to the tenant by the landlord, and in consideration of the submission that the Applicant is no longer seeking termination of the tenancy, the landlord's application for the termination of the tenancy agreement pursuant to section 54(4) of the Act is denied. .../4

In consideration of the small amount of rental arrears that currently remain on the tenant's account, and at the request of the Applicant, the landlord's application for an order requiring the tenant to pay rental arrears pursuant to section 41(4)(a) of the Act is denied.

In consideration of the Applicant's preference not to terminate the tenancy at this time due to the payment of the majority of the rental arrears, and in consideration of the small amount of rental arrears that remain, the landlord's application for the termination of the tenancy agreement pursuant to section 41(4)(c) of the Act is denied.

Order

An order shall be made requiring the tenant to pay her rent on time in the future pursuant to section 41(4)(b) of the Act.

Adelle Guigon
Deputy Rental Officer