

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Lillian Kanayok**, 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, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

LILLIAN KANAYOK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$2,737.50 (two thousand seven hundred thirty-seven dollars fifty cents).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.

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 **Lillian Kanayok**, 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-

LILLIAN KANAYOK

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 Lillian Kanayok, respondent
<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 Lillian Kanayok as the respondent/tenant was filed by the Rental Office February 11, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as 5413 - 52 Street in Yellowknife, Northwest Territories. The applicant served a copy of the filed application package on the respondent by registered mail signed for February 21, 2014.

The applicant alleged in the application the respondent had accumulated rental arrears and sought an order for payment of the rental arrears, termination of the tenancy agreement, and eviction. 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. Lillian Kanayok appeared as the respondent.

Ms. Laberge requested at hearing that an amendment to the application to a rental officer be made to reflect the correct spelling of Ms. Kanayok's name from K-A-N-A-V-O-K to K-A-N-A-Y-O-K.

Ms. Laberge testified that Ms. Kanayok has been a tenant with the applicant since October 1, 2013. Accumulation of rental arrears began in December 2013 when only partial payments were received. The rental arrears as of April 1, 2014, are \$2,737.50.

Ms. Kanayok was able to pay her rent directly for September, October, November, and December. During this time her adult daughter moved in with her but was not added to the tenancy agreement. Ms. Kanayok applied for income assistance, which was granted, but income assistance would only pay half the rent because Ms. Kanayok's adult daughter was living with her. Ms. Kanayok's daughter applied for income assistance, which was denied because she was not a signator to the tenancy agreement; income assistance confirmed that should Ms. Kanayok's daughter be added as a signator to the tenancy agreement she would be qualified for \$900 per month for rent. Ms. Kanayok applied to the landlord to add her daughter as a signator to the tenancy agreement, which was denied because by that point Ms. Kanayok had accumulated rental arrears.

Ms. Kanayok testified that she has been making what additional payments she could, including on one April 1, 2014, for \$700, and that she would be able to pay the remainder of her rental arrears by the end of the month. Ms. Laberge indicated payment of the rental arrears is the only thing keeping them from adding Ms. Kanayok's daughter to the tenancy agreement.

Tenancy agreement

The residential lease entered into evidence by the applicant is between the parties for the rental premises known as 5413 - 52 Street in Yellowknife, Northwest Territories, and was signed September 4, 2013. The agreement is for a fixed term from October 1, 2013, to March 31, 2014, after which it automatically reverted to a month-to-month tenancy. The agreement confirms the tenant gained early occupancy of the rental premises on September 4, 2013, for which her rent was pro-rated. I am satisfied a valid tenancy agreement is in place.

Rental arrears and termination of the tenancy agreement

The resident ledger entered into evidence by the applicant is the landlord's accounting of charges applied to and payments made by the tenant. Ms. Kanayok did not dispute the contents of the resident ledger. I am satisfied the resident ledger accurately represents the status of the respondent's. I find Ms. Kanayok has accumulated rental arrears of \$2,737.50.

The Act does offer termination of a tenancy agreement as a remedy for failing to pay rent. In the circumstances surrounding this matter, however, I am not satisfied termination of the tenancy is warranted. After hearing Ms. Kanayok's assurances that she could pay the rental arrears by April 30th, Ms. Laberge was receptive to an order only for payment of the rental arrears and that future rent be paid on time.

An order will issue for Ms. Kanayok to pay rental arrears in the amount of \$2,737.50 and to pay her rent on time in the future.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Residential lease signed September 4, 2013

Exhibit 2: Resident ledger dated February 11, 2014

Exhibit 3: Resident ledger dated April 2, 2014