

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
FLORENCE BROWN, 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, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

FLORENCE BROWN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand seventy five dollars (\$3075.00).
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 1, 5605 - 50th Avenue, Yellowknife, NT shall be terminated on August 29, 2014 and the respondent shall vacate the premises on that date, unless rent arrears in the amount of three thousand seventy five dollars (\$3075.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of August,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
FLORENCE BROWN, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

FLORENCE BROWN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 6, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Aya Burshan, representing the applicant

Date of Decision: August 8, 2014

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing, there was no confirmation of receipt but Canada Post confirmed that delivery was attempted and a notice left on July 22, 2014 indicating where the item could be picked up. The respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the respondent.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of the rent account in evidence which indicated a balance owing of \$3514.18. Included in that amount is a charge for water in the amount of \$439.18. The applicant also provided a notice from the City of Yellowknife to Wilson Reality Ltd. stating that the water account was in arrears with an outstanding balance of \$439.18 and stating that the arrears would be transferred to taxes on December 31, 2014 unless paid. The applicant stated that since the account was in arrears, the landlord would pay the charges to avoid them being transferred to their tax account.

The applicant also provided a copy of the tenancy agreement in evidence. Article 3 of the

agreement sets out the monthly rent, the services and facilities provided by the landlord and the services and facilities that are the responsibility of the tenant. Water and sewer are not included as an obligation of the tenant in the agreement. Therefore I cannot consider the failure of the respondent to pay for water to be a breach of the tenancy agreement nor can I find any justification for the landlord to charge water costs to the tenant. The relief of \$439.18 is denied.

A previous order (file #10-13945, filed on April 8, 2014) has been satisfied.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$3075 calculated as follows:

Balance as per ledger	\$3514.18
Less water charges	<u>(439.18)</u>
Rent arrears	\$3075.00

In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. An order shall issue requiring the respondent to pay the applicant rent arrears of \$3075 and terminating the tenancy agreement on August 29, 2014 unless those arrears are paid in full.

An eviction order to be effective on September 2, 2014 unless the rent arrears of \$3075 are paid on or before August 29, 2014 shall be issued separately.

Hal Logsdon
Rental Officer