

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MAXINE LACORNE, 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 -

MAXINE LACORNE

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 one thousand one hundred thirty eight dollars (\$1138.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 5459 - 52nd Street, Yellowknife, NT shall be terminated on October 31, 2014 and the respondent shall vacate the premises on that date.
3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall

comply with their obligation to pay for electricity directly to the supplier.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of October,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MAXINE LACORNE, 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-

MAXINE LACORNE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 8, 2014**

Place of the Hearing: **Yellowknife, NT**

Appearances at Hearing: **Aya Burshan, representing the applicant**

Date of Decision: **October 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 delivery but Canada Post confirmed that a notice was left at the premises on September 23, 2014 indicating where the item could be picked up. The rental officer spoke to an occupant of the premises by phone on October 7, 2014 leaving a message for the respondent indicating the date, time and location of the hearing. The respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The matter was heard in the absence of the respondent.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for electricity during the term of the agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing of \$1138. The monthly rent for the premises is \$1740.

The tenancy agreement between the parties obligates the tenant to pay for electricity during the term of the agreement but the statement indicates that the landlord has established an account in their name and has been paying for electricity and billing it back to the tenant. The respondent

has reimbursing the landlord for electricity paid on her behalf.

Two previous orders have been issued requiring the respondent to pay the applicant rent arrears. Both have been satisfied. Six other applications have been filed by the applicant regarding alleged rent arrears and withdrawn by the applicant prior to a hearing. The applicant stated that the respondent continually falls into arrears then pays only when the continuation of the tenancy agreement is threatened. The statement of account supports this assertion.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1138. Although the rent account is currently less than 30 days in arrears, the respondent has a long history of not paying rent on time and allowing rent arrears to increase until the landlord commences legal action. The tenancy agreement requires payment of the monthly rent in advance. A landlord should not have to continually file against a tenant to enforce their right to be paid rent on time. In my opinion, there are sufficient grounds to terminate this tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1138 and terminating the tenancy agreement on October 31, 2014. Should the applicant decide to reinstate this tenancy agreement, the respondent is also ordered to comply with their obligation to directly pay for electricity.

Hal Logsdon
Rental Officer