

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**RAYMOND HAMMOND AND AMBER HAMMOND**, Respondents;

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 -

**RAYMOND HAMMOND AND AMBER HAMMOND**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Raymond Hammond shall pay the applicant rent arrears in the amount of two thousand thirty one dollars (\$2031.00).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of  
December, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**RAYMOND HAMMOND AND AMBER HAMMOND**, Respondents.

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-

**RAYMOND HAMMOND AND AMBER HAMMOND**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** November 18, 2014

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

**Appearances at Hearing:** Aya Burshan, representing the applicant  
Rebecca Verlinden, representing Raymond Hammond

**Date of Decision:** November 18, 2014

### **REASONS FOR DECISION**

The applicant stated that the respondents are divorced and that Amber Hammond no longer occupies the premises. The applicant stated that there has not been any assignment of the tenancy agreement to Mr. Hammond as sole tenant and that the landlord considers Raymond Hammond and Amber Hammond to be joint tenants. The tenancy agreement is between the applicant and Ray Hammond and Amber Lynn Menzies.

The application was personally served at the address of the rental premises and to Mr. Hammond's email address. Notices of Attendance for both respondents were served by registered mail to the address of the rental premises but no confirmation of delivery was provided by Canada Post.

In my opinion, there has not been good service of either the application or the Notice of Attendance on Amber Hammond. Although section 71(7) provides for substitutional service, such service must be made on an adult which apparently resides with the person being served. This is clearly not the case with the service of the application on Amber Hammond. Similarly, it is clear that the address of the rental premises is no longer the address of Amber Hammond. Therefore the Notice of Attendance service is also flawed. There not being adequate service on Amber Hammond any judgement made in this matter will be made against Raymond Hammond only.

The applicant alleged that the monthly rent for the premises had not been paid. The applicant stated that they had mutually agreed with Mr Hammond to terminate the tenancy agreement on December 31, 2014 and withdrew their request for an order terminating the tenancy agreement. The applicant provided a statement of the rent account which indicated a balance of rent owing as at November 17, 2014 of \$3581. Included in that balance is a charge for an NSF cheque in the amount of \$50. The applicant stated that a cheque for \$1500 was provided as a rent payment earlier in the day which did not appear on the statement.

The respondent's representative did not dispute the rent arrears. She stated that the rent had been withheld pending resolution of some maintenance and repair issues but the respondent now understood how such issues are resolved and intended to pay the remainder of the arrears.

I find the rent statement in order and find the respondent, Raymond Hammond, in breach of his obligation to pay rent. The \$50 NSF charges are denied as the applicant has not provided any evidence of these charges by their financial institution. I find the amount of rent owing to the applicant to be \$2031 calculated as follows:

Balance as per ledger	\$3581
Less pmt	(1500)
less NSF charge	<u>(50)</u>
Total	\$2031

An order shall issue requiring the respondent, Raymond Hammond, to pay the applicant rent arrears in the amount of \$2031.

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Hal Logsdon  
Rental Officer