

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Andrew Laffin and Edna Squirrel**, 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, **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 -

ANDREW LAFFIN and EDNA SQUIRREL

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$2,361.95 (two thousand three hundred sixty-one dollars ninety-five cents).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents must pay their rent on time in the future.

3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 316, 490 Range Lake Road, in Yellowknife, Northwest Territories, will terminate April 30, 2015, unless the rental arrears are paid in full.

DATED at the City of Yellowknife in the Northwest Territories this 19th day of December 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Andrew Laffin and Edna Squirrel**, 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 **Adelle Guigon**, Deputy Rental Officer,

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

ANDREW LAFFIN and EDNA SQUIRREL

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 10, 2014
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Metslal Mesgun, representing the applicant
<u>Date of Decision:</u>	December 10, 2014

REASONS FOR DECISION

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Andrew Laffin and Edna Squirrel as respondents/tenants was filed by the Rental Office November 12, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as 316, 490 Range Lake Road, in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondents November 13, 2014.

The applicant alleged in the application the respondents had accumulated rental arrears and sought an order for payment of 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 December 10, 2014, in Yellowknife, Northwest Territories. Ms. Metlslal Mesgun appeared representing the applicant. Mr. Andrew Laffin and Ms. Edna Squirrel were served notices of attendance by registered mail signed for December 1, 2014. Neither Mr. Laffin nor Ms. Squirrel appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Ms. Mesgun testified the respondents have been tenants occupying the rental premises at 316, 490 Range Lake Road, in Yellowknife, Northwest Territories, since November 2013. The respondents have carried rental arrears on their account since March 2014. With exception to October 2014, the respondents have made regular monthly payments, however, they have been of insufficient amount to cover their monthly rent, late payment charges, and accumulated arrears. The last payment received on the account was on December 5, 2014, in the amount of \$1,455.36 from Income Assistance; the last payment made by the respondents was received November 28, 2014, in the amount of \$1,000. The monthly rent is \$1,315. The current accumulated rental arrears are \$2,361.95.

Ms. Mesgun acknowledged having been in communication with the respondents and was aware of difficulties they were having with obtaining income support and disability payments. She was told by the respondents that they were hopeful to have matters resolved and the rental arrears paid off by the end of January 2015. In consideration of these positive conversations Ms. Mesgun

has had with the respondents, she withdrew the request for eviction and requested instead an order for payment of the rental arrears, that future rent be paid on time, and termination of the tenancy agreement conditional on the failure of the tenants to pay their rental arrears in full.

Tenancy agreement

The residential lease entered into evidence by the applicant establishes a tenancy agreement between the parties for the rental premises identified as 316, 490 Range Lake Road, in Yellowknife, Northwest Territories, starting November 1, 2013. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The resident ledger entered into evidence by the applicant represents the landlord's accounting of rental arrears, late payments fees, and payments made against the respondent's rent account. In reviewing the late payment fees, I am satisfied they have been calculated in accordance with the *Residential Tenancies Regulations* (the Regulations). I am satisfied the resident ledger accurately reflects the current status of the respondent's rent account. I find the respondent's have accumulated rental arrears in the amount of \$2,361.95.

The resident ledger further substantiates the applicant's testimony that the respondents have been repeatedly late paying the full amount of their rent when it is due throughout their tenancy. I find the respondents have substantially breached the terms of their tenancy agreement.

Termination of the tenancy agreement

In finding the respondents have substantially breached the terms of their tenancy agreement and finding they have accumulated rental arrears, I am satisfied there is justification for termination of the tenancy agreement. In consideration of the respondents' current circumstances as described by the applicant, it seems reasonable to me to conditionally terminate the tenancy if the rental arrears are not paid in full.

An order will issue requiring Mr. Andrew Laffin and Ms. Edna Squirrel to pay rental arrears in the amount of \$2,361.95, to pay their future rent on time, and terminating their tenancy agreement on April 30, 2015, unless the rental arrears are paid in full.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated November 6, 2014

Exhibit 2: Applicant's notice to terminate tenancy correspondences to respondents dated: April 9, 2014; June 3, 2014; July 7, 2014; August 12, 2014

Exhibit 3: Residential lease signed

Exhibit 4: Resident ledger dated December 10, 2014