

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Arvin Landry and Alissa Landry**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the city of Yellowknife in the Northwest Territories**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

ARVIN LANDRY and ALISSA LANDRY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$3,446.00 (three thousand four hundred forty-six dollars) in minimum monthly installments of \$650.00 (six hundred fifty) starting in February 2015 and each month thereafter until the rental arrears are paid in full.
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 5454 - 52 Street in Yellowknife, Northwest Territories, will terminate April 30, 2015, unless the minimum monthly installments and rents for February, March, and April 2015 are paid on time.

DATED at the City of Yellowknife in the Northwest Territories this 30th day of January 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Arvin Landry and Alissa Landry**, 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-

ARVIN LANDRY and ALISSA LANDRY

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 28, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Metslal Mesgun, representing the applicant Arvin Landry, respondent
<u>Date of Decision:</u>	January 28, 2015

REASONS FOR DECISION

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Arvin Landry and Alissa Landry as the respondents/tenants was filed by the Rental Office January 6, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as 5454 - 52 Street in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent January 9, 2015.

The applicant alleged the respondents have repeatedly failed to pay the full amount of rent when it is due and have accumulated rental arrears. They 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 January 28, 2015, in Yellowknife, Northwest Territories. Ms. Metslal Mesgun appeared representing the applicant. Mr. Arvin Landry appeared as respondent and representing Ms. Alissa Landry.

The parties agreed the respondents have been in a tenancy agreement for the rental premises known as 5454 - 52 Street in Yellowknife, Northwest Territories, since June 2006. The parties agreed the respondents have currently accumulated rental arrears in the amount of \$3,446. The parties agreed that the respondents have a history of failing to pay the full amount of rent when it is due. Three previous rental officer orders have been issued against the respondents for the same circumstances as those presented today:

10-11759 dated November 16, 2010, for payment of rental arrears, that future rent be paid on time, and terminating the tenancy agreement November 26, 2010, unless the rental arrears are paid in full;

10-11897 dated February 4, 2011, for payment of rental arrears and that future rent be paid on time; and

10-12143 dated May 26, 2011, for payment of rental arrears, termination of the tenancy agreement June 10, 2011, unless monthly rent and rental arrears are paid in full, and eviction June 11, 2011, unless the monthly rent and rental arrears are paid in full.

All three of the previous orders were satisfied, resulting in the continuation of the tenancy after June 10, 2011. Since then, payments have been made nearly every month, although not always for the full amount of rent owing. There was no dispute that the respondents have continued paying their rent late and that they have accumulated the current rental arrears since September 2014.

Mr. Landry testified that he had been temporarily suspended from work and was not earning a paycheque in September, October, and November 2014. He admitted he did not communicate this development to the landlord. In an effort to mitigate his arrears, he sold his trailer in October and made a payment of \$2,500 against his rent account on October 27th. He returned to full-time work on November 27th. He made another payment against his rent account on December 8, 2014, in the amount of \$950. He attended the landlord's office on January 2, 2015, made a payment of \$1,500, and told the front desk clerk he would like to arrange a payment plan. This message did not get through to Ms. Mesgun, who would have contacted him to formalize such an arrangement. Mr. Landry did attend the office again on January 16th to make a promised \$1,000 payment, but the office was closed; he returned January 19th. He confirmed at hearing that he was committed to making substantial payments to resolve his rental arrears as quickly as possible. He also indicated he was waiting for an RRSP payout to apply against his rental arrears, and he anticipates an income tax return some time in March or April to further assist.

Ms. Mesgun was open to negotiating a payment plan and expressed her preference for open communication with the tenants to keep each other apprised of circumstances. She emphasized that if the respondents had communicated their situation with her they may have been able to negotiate a suitable payment plan prior to proceeding with an application to a rental officer. As it is, Ms. Mesgun indicated she would like to see at the very least the monthly rent paid on time plus a payment plan for the rental arrears; this is something that has not been seen consistently. Mr. Landry agreed, confirming his desire to resolve the matter and stabilize his rental payments.

Tenancy agreement

The lease agreement entered into evidence establishes a tenancy agreement between the parties for the rental premises known as 5454 - 52 Street in Yellowknife, Northwest Territories, starting June 1, 2006. The parties did not dispute the validity of the tenancy agreement. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears and payment plan

The resident ledgers entered into evidence represent the landlord's accounting of monthly rents, late payment fees, and payments received against the respondents' rent account. The parties did not dispute the accuracy of the ledgers. I am satisfied the ledgers accurately reflect the current status of the respondents' rent account and I find the respondents have accumulated rental arrears in the amount of \$3,446.

The respondents' offer of a monthly payment plan to satisfy both the monthly rents and the rental arrears was reasonably made and of an affordable amount. The applicant agreed to and preferred the inclusion of such a condition into an order for payment. An order for payment will include a requirement for minimum monthly installments to be paid starting in February in the amount of \$650.

Termination of the tenancy agreement

The previous rental officer orders and the resident ledger establish a repeating pattern of failing to pay the full amount of rent when it is due and accumulating rental arrears. Late payments of monthly rent subsequent to the issuance of the rental officer orders effectively resulted in breaches of the conditions within those orders to pay future rent on time. The repeated failure of the respondents to comply with this obligation justifies termination of the tenancy agreement, however, under the circumstances before me and with the agreement of the parties a conditional termination order is reasonable.

An order will issue requiring Mr. Arvin Landry and Ms. Alissa Landry to pay rental arrears in the amount of \$3,446 in minimum monthly installments of \$650 starting in February and each month thereafter until the rental arrears are paid in full; to pay their future rent on time; and terminating their tenancy agreement on April 30, 2015, unless the monthly rents and minimum monthly payments for February to April 2015 are paid on time.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated January 5, 2015

Exhibit 2: Applicant's notice to terminate tenancy correspondences to respondents dated:
December 8, 2014; August 12, 2014; July 7, 2014; June 3, 2014; April 10, 2014;
February 10, 2014

Exhibit 3: Applicant's eviction notice correspondence to respondents dated January 7, 2014

Exhibit 4: Lease dated May 30, 2006

Exhibit 5: Resident ledger dated January 28, 2015