

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Lester Beaulieu**,
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, **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 -

LESTER BEAULIEU

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$2,296.00 (two thousand two hundred ninety-six dollars).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as #16, 5023 - 48 Street, in Yellowknife, Northwest Territories, will terminate January 31, 2015, and the respondent must vacate the rental premises on or before that date.

3. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent must compensate the applicant for use and occupation of the rental premises at a rate of \$46.19 for each day the respondent remains in the rental premises after January 31, 2015.

DATED at the City of Yellowknife in the Northwest Territories this 28th day of January 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Lester Beaulieu**,
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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

LESTER BEAULIEU

Respondent/Tenant

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
<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 Lester Beaulieu as the respondent/tenant was filed by the Rental Office January 6, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #16, 5023 - 48 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 respondent has repeatedly failed to pay the full amount of rent when it is due and has accumulated rental arrears. They are seeking 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. Lester Beaulieu was sent a notice of attendance by registered mail deemed served January 19, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Mr. Beaulieu did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

Mr. Beaulieu has been a tenant at #16, 5023 - 48 Street, in Yellowknife, Northwest Territories, since September 2011. Over the course of the tenancy Mr. Beaulieu has repeatedly failed to pay the full amount of rent when it is due, as evidenced by the resident ledger submitted into evidence by the applicant. The ledger indicates Mr. Beaulieu tends to pay less than the amount owing each month for several months before paying a large enough sum to bring his account to a zero balance. As indicated, this pattern has occurred repeatedly throughout the tenancy. Mr. Beaulieu has gone four months, twelve months, and five months between zero balances since November 2012.

Four previous orders have been issued by a rental officer against Mr. Beaulieu:

10-12132 dated June 22, 2011, for payment of rental arrears, termination of the tenancy agreement June 30, 2011 unless rental arrears are paid in full, and eviction July 1, 2011, unless rental arrears are paid in full

10-12483 dated December 16, 2011, for payment of rental arrears, termination of the tenancy agreement January 5, 2012, unless rental arrears are paid in full, and eviction January 6, 2012, unless rental arrears are paid in full

10-13484 dated July 9, 2013, for payment of rental arrears, termination of the tenancy agreement July 19, 2013, unless rental arrears are paid in full, and eviction July 22, 2013, unless rental arrears are paid in full

10-13879 dated February 20, 2014, for payment of rental arrears, termination of the tenancy agreement March 15, 2014, unless the rental arrears are paid in full, and eviction March 16, 2014, unless the rental arrears are paid in full

Rental officer orders number 10-12132, 10-12483, and 10-13484 were all satisfied and the termination and eviction orders did not take effect. Rental officer order number 10-13879 required payment of rental arrears by March 15, 2014, however, the tenant had his arrears paid by March 28, 2014, and the landlord permitted Mr. Beaulieu's tenancy to continue.

Ms. Mesgun testified their file on Mr. Beaulieu has never had either a telephone number or email address for him, requiring any communication to be made in person or by mail, or relying on him to call them. The last direct contact Ms. Mesgun had with Mr. Beaulieu was immediately after being served with this application to a rental officer on January 9, 2015. At that time Mr. Beaulieu promised to pay his arrears and to come in to speak directly with Ms. Mesgun. He did attend the office January 16, 2015, and make a payment of \$400, but he did not connect with Ms. Mesgun as promised. Ms. Mesgun has not heard from Mr. Beaulieu since.

In light of the repeated pattern of behaviour and failure to make sufficient payments to cover the full amount of rent when it is due throughout the tenancy, and the respondent's continued failure to maintain adequate communication with the applicant, Ms. Mesgun reiterated the applicant's request for an order for payment of rental arrears, termination of the tenancy, and eviction.

Tenancy agreement

The lease entered into evidence by the applicant is dated August 30, 2011, and establishes a residential tenancy agreement between the parties for the rental premises known as #16, 5023 - 48 Street, in Yellowknife, Northwest Territories. The tenancy agreement started September 1, 2011. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The resident ledger entered into evidence by the applicant represents the landlord's accounting of monthly rent, late payment fees, and payments received against the respondent's rent account. I am satisfied the resident ledger accurately reflects the historical and current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$2,296.

Termination and eviction

The resident ledger substantiate's the applicant's claim that the respondent has been repeatedly late paying the full amount of rent when it is due throughout the tenancy. The four previously issued rental officer orders further substantiate this claim, having made such findings.

Section 41(1) of the Act requires tenants to pay the rent on the dates specified by the tenancy agreement. Section 3 of the tenancy agreement specifies the rent is due in advance of the month for which is due. I find the respondent has repeatedly failed to comply with his obligation to pay the full amount of rent when it is due.

In considering the respondent has had four previous opportunities to resolve these very issues that again bring him before a rental officer, I find justification for termination of the tenancy agreement and eviction.

An order will issue requiring Mr. Lester Beaulieu to pay rental arrears in the amount of \$2,296; terminating his tenancy agreement January 31, 2015; requiring him to compensate the landlord for use and occupation of the rental premises at a rate of \$46.19 for each day he remains in the rental premises after January 31, 2015; and evicting him from the rental premises on February 15, 2015, or as soon thereafter as is practicable. The eviction order will follow under separate cover.

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 respondent dated:
December 8, 2014; October 9, 2014; September 8, 2014; August 12, 2014; July 7,
2014; June 17, 2014; and April 14, 2014

Exhibit 3: Lease dated August 30, 2011

Exhibit 4: Resident ledger dated January 28, 2015