

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**SALOME IPPIARK**, 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 **INUVIK, NT**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**SALOME IPPIARK**

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 five hundred forty one dollars and fifty cents (\$1541.50).
2. Pursuant to sections 41(4)(c), 14.2(2)(d) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 19, 20 Tununuk Drive, Inuvik, NT shall be terminated on February 6, 2015 and the respondent shall vacate the premises on that date, unless the rent arrears, the remainder of the required security deposit and the rent for February, 2015 in the total amount of two

thousand eight hundred ninety one dollars and fifty cents (\$2891.50) are paid in full on or before that date.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of January, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**SALOME IPPIARK**, 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-

**SALOME IPPIARK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 14, 2015

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

**Appearances at Hearing:** Aru Vashisht, representing the applicant  
Bright Lubansa, representing the applicant

**Date of Decision:** January 21, 2015

### **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 receipt but Canada Post confirmed that a notice was left at the respondent's address on December 23, 2014 indicating where the item could be picked up. 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 disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of the rent account which indicated a balance owing of \$1991.50. However, this is not all arrears of rent. Included in the balance is \$450 which represents the unpaid portion of the required security deposit. Therefore the rent arrears are \$1541.50 and the outstanding security deposit is \$450. The monthly rent is \$900.

The applicant did not provide any evidence of the alleged disturbances with the application which was filed on October 23, 2014. A previous order (#20-14084, filed on July 9, 2014) ordered the respondent to comply with her obligation to not disturb other tenants and to not

breach that obligation again.

The applicant filed several documents just prior to the hearing in support of the alleged disturbances. The first was a notice to the respondent dated August 26, 2014 warning the respondent that complaints had been received and that further complaints could result in termination of the tenancy agreement. The notice gives no specifics regarding the nature of the alleged disturbances or when they occurred.

The applicant also provided a note to file which indicates that a tenant called to complain that the respondent was banging on walls and doors on October 23, 2014. There is no indication that the respondent was made aware of the complaint or any mention of the time of day that the alleged disturbance occurred.

At the hearing, the applicant presented a brief note from a security person stating that a lot of people were in the respondent's apartment at about 12:30 AM on December 26, 2014 and there was loud music. The note indicates that guests were asked to leave and complied.

Notwithstanding the fact that the respondent has been ordered to not create any future disturbances, the sketchy evidence provided by the applicant does not convince me that the disturbances were significant enough in themselves to warrant termination, particularly when one incident occurred during Christmas when I expect there were other festivities going on in the building.

I find the respondent in breach of her obligation to pay rent and her obligation to pay the full amount of the required security deposit. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and balance of the security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1541.50 and terminating the tenancy agreement on February 6, 2015 unless the rent arrears, outstanding security deposit and the rent for February, 2015 are paid in full on or before that date. I calculate that amount to be \$2891.50 as follows:

Rent arrears	\$1541.50
O/S security deposit	450.00
February/15 rent	<u>900.00</u>
Total	\$2891.50

An eviction order to be effective on February 7, 2015 unless the rent arrears, outstanding security deposit and the rent for February, 2015 are paid in full on or before February 6, 2015 shall be issued separately.

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Hal Logsdon  
Rental Officer