

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
KRISTEN AREY, 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 -

KRISTEN AREY

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 two thousand eight hundred sixty nine dollars (\$2869.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 17, 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 and the rent for February, 2015 in the total amount of three thousand eight hundred nineteen dollars (\$3819.00) are paid in full.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
KRISTEN AREY, 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-

KRISTEN AREY

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
Kristen Arey, respondent

Date of Decision: January 14, 2015

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the rent arrears were promptly paid.

This tenancy agreement was terminated by order on December 5, 2013 for late payment of rent and disturbance and an eviction order issued. The applicant stated that they had not filed the eviction order and had reinstated the tenancy agreement.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing of \$2919. The monthly rent for the premises is \$950 and the respondent holds a security deposit of \$900.

The respondent disputed the amount of rent owing alleging that the applicant failed to give her any notice that the rent was being increased from \$900 to \$950. The applicant stated that a notice was served on the respondent but did not have a copy of the notice at the hearing. The respondent stated that the rent was now being paid through the *Income Security Program* and suggested that not all payments were shown on the landlord's statement. She did not have any evidence of additional payments at the hearing.

Both parties were given an opportunity to provide documents after the hearing. The applicant provided a notice of rent increase dated January 10, 2014 regarding a rent increase to \$950/month to be effective on April 1, 2014. The respondent did not present any additional evidence.

Sections 47(2) and 47(3) require that notices of rent increases be served on the tenant at least three months before the effective date of the rent increase.

47.(2) The landlord shall give the tenant notice of the rent increase in writing at least three months before the date the rent increase is to be effective.

47.(3) An increase in rent by a landlord is not effective until three months have expired from the date of the notice of the rent increase.

Clearly the January 10, 2014 notice was not provided to the respondent a full three months prior to April 1, 2014. Therefore the rent increase was not effective until May 1, 2014 and the \$50 increase in April should not be charged.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$2869 calculated as follows:

Balance as per statement	\$2919
less April/14 increase	<u>(50)</u>
Rent arrears	\$2869

In my opinion, there are sufficient grounds to terminate the tenancy unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2869 and terminating the tenancy agreement on February 6, 2015 unless the rent arrears and the rent for

February, 2015 in the total amount of \$3819 are paid in full. I calculate that amount as follows:

Rent arrears	\$2869
February/15 rent	<u>950</u>
Total	\$3819

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

Hal Logsdon
Rental Officer