

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ELSIE OVILOK**, 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 -

ELSIE OVILOK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand five hundred seventy dollars and fifty one cents (\$1570.51) in monthly installments of five hundred dollars (\$500.00) payable on the last day of every month until the rent arrears are paid in full. The first payment is due on February 28, 2015.
2. Pursuant to sections 14.2(2)(d) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 202, 20 Bootlake Road, Inuvik, NT shall be terminated on February 28, 2015 and the respondent shall vacate the premises on that date, unless the outstanding security deposit, the rent for

February, 2015 and the February arrears payment in the total amount of two thousand seventy five dollars (\$2075.00) are paid on or before that date.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of January, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ELSIE OVILOK**, 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-

ELSIE OVILOK

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
Elsie Ovilok, respondent

Date of Decision: January 22, 2015

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and the remainder of the security deposit and terminating the tenancy agreement and evicting the respondent unless these amount were promptly paid.

The applicant provided a statement of account in evidence which indicated a balance of rent owing of \$1570.51 and an outstanding balance of the security deposit of \$525. The written tenancy agreement sets out a required security deposit of \$1050 of which 50% was paid at the commencement of the agreement on August 29, 2014. The remainder of the security deposit was due on November 1, 2014. The monthly rent for the premises is \$1050.

The respondent did not dispute the allegations and stated that a payment on her behalf through the *Income Security Program* was being processed for January, 2015. She provided no evidence regarding the payment and the applicant had not received any payment in January. The respondent stated that she is now working at two jobs and asked that she be able to pay the arrears over time. She stated that she did not know what her income would be from her employment. The applicant opposed any order for scheduled payment of the arrears stating that efforts to discuss some arrangement for payment with the respondent had been unsuccessful.

The statement indicates that the respondent has made rent payments in every month except January, 2015 but payments have not been sufficient to satisfy the full amount of the rent since November, 2014 when the account fell into arrears.

I find the statement in order and find the respondent in breach of her obligation to pay rent and the balance of the required security deposit. In my opinion, there are sufficient grounds to terminate this tenancy. However, it is not unreasonable, in my opinion, to permit the respondent to pay the arrears over time provided that she demonstrate her capacity and willingness to address the debt promptly and continues to adhere to a payment schedule until the account is again current.

An order shall issue requiring the respondent to pay the monthly rent on time and, in addition pay the rent arrears of \$1570.51 in monthly payments of \$500, payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on February 28, 2015. The order shall also terminate the tenancy agreement on February 28, 2015 unless the respondent pays the applicant the outstanding security deposit of \$525, the February rent of \$1050 and the February arrears payment of \$500, a total of \$2075.

An eviction order to be effective on March 1, 2015 unless the amount of \$2075 is paid on or before February 28, 2015 shall be issued separately.

Should the respondent fail to pay the monthly rent or ordered arrears payments on time after

February 28, 2015, the applicant may file an application seeking the full lump sum payment of any balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer