

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Katelin Prentice**, 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, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

KATELIN PRENTICE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$3,758.57 (three thousand seven hundred fifty-eight dollars fifty-seven cents) in minimum monthly installments of \$735.00 (seven thousand thirty-five dollars) starting in March 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 respondent must pay her 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 #202, 5009 - 52 Avenue, in Yellowknife, Northwest Territories, will terminate April 30, 2015, unless the minimum monthly installments for March and April 2015 are paid in full.

DATED at the City of Yellowknife in the Northwest Territories this 24th day of February 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Katelin Prentice**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 18, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Metslal Mesgun, representing the applicant Katelin Prentice, respondent
<u>Date of Decision:</u>	February 18, 2015

REASONS FOR DECISION

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Katelin Prentice as the respondent/tenant was filed by the Rental Office January 27, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #202, 5009 - 52 Avenue, in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent January 29, 2015.

The applicant alleged the respondent had accumulated rental arrears and requested an order for payment of the 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 February 18, 2015, in Yellowknife, Northwest Territories. Ms. Metslal Mesgun appeared representing the applicant. Ms. Katelin Prentice appeared as respondent.

The parties acknowledged the tenancy agreement in place between them for the rental premises known as #202, 5009 - 52 Avenue, in Northwest Territories. Ms. Mesgun testified that Ms. Prentice had accumulated rental arrears in the amount of \$3,758.57. Ms. Mesgun provided into evidence a resident ledger which corroborated the amount claimed. Also referred to were three previous rental officer orders – #10-12842 dated May 29, 2012, #10-13487 dated July 10, 2013, and #10-14049 dated May 20, 2014 – all ordering payment of rental arrears, conditional termination of the tenancy agreement, and conditional eviction; the first two orders were for a different rental premises, but still between the same parties, and the third order was for the same current rental premises. All three orders were satisfied, nullifying the termination and eviction orders.

Ms. Prentice testified that she had been receiving a transitional rent subsidy until January 2015. Since December 2015 she was between jobs. Approximately four weeks ago she started working again and now holds two part-time jobs. Ms. Prentice indicated that between the two jobs she could commit to making bi-weekly payments towards her monthly rent and arrears which would work out to \$2,100 per month starting February 24th. The breakdown of payments would work out that the bi-weekly pay period from one job would contribute \$250 starting February 24th and

the bi-weekly pay period from the other job would contribute \$800 starting February 27th. Ms. Prentice was fully aware of her situation and how the historical pattern of her behaviour with respect to rent payments reflects on her. She is remorseful and making significant efforts to prevent this from happening again, including taking steps to have her boyfriend move in with her and share the expenses.

Without withdrawing the applicant's request for termination of the tenancy agreement and eviction, Ms. Mesgun was receptive to giving Ms. Prentice one more chance to prove herself with the incorporation of minimum monthly installments into an order for payment and conditional termination and eviction. Ms. Prentice expressed appreciation for this proposed scenario.

Tenancy agreement

The residential lease entered into evidence establishes a tenancy agreement between the parties for the rental premises known as #202, 5009 - 52 Avenue, in Yellowknife, Northwest Territories, starting January 1, 2014. The parties did not dispute the tenancy agreement. I am satisfied a valid residential tenancy agreement is in place in accordance with the Act.

Rental arrears

The resident ledger entered into evidence reflects the landlord's accounting of monthly rent and payments received against the respondent's rent account. The parties did not dispute the accuracy of this record. I find the respondent has current rental arrears in the amount of \$3,758.57.

The parties were in agreement with the establishment of a bi-weekly payment plan to satisfy required payments to both resolve the rental arrears and ensure the monthly rent is paid. The monthly commitment the respondent has offered is for \$2,100 of which \$1,365 would be for the monthly rent leaving \$735 to go towards the rental arrears. I am satisfied the incorporation of minimum monthly installments of \$735 into an order for payment of rental arrears is reasonable.

Termination of the tenancy agreement and eviction

Were it not for the respondent's repeated failure to pay the full amount of her rent consistently evidenced by the three pre-existing rental officer orders, I would be less inclined to issue a termination and eviction order in this case. However, the previous orders do establish a historical pattern of behaviour that must be recognized. It is the respondent's substantial commitment to

resolving her rental arrears with regular and consistent payments while conceding to her history that is resulting in the chance she is again being given today. It was emphasized to her at hearing that another opportunity such as this would not likely be forthcoming should she find herself in front of the rental officer again. Termination of the tenancy agreement conditional on failure to meet the minimum monthly installment payments for March and April, and conditional eviction, are justified.

An order will issue requiring Ms. Katelin Prentice to pay rental arrears in the amount of \$3,758.57 in minimum monthly installments of \$735 starting in March 2015, terminating her tenancy agreement April 30, 2015, unless the minimum monthly installment payments for March and April have been made, and eviction on May 1, 2015, if the tenancy terminates April 30, 2015. The eviction order will follow under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated January 26, 2015

Exhibit 2: Emails between Metslal Mesgun to Katelin Prentice dated January 12 and 13, 2015

Exhibit 3: Applicant's notice to terminate tenancy correspondences to respondent dated:
December 8, 2014; February 6, 2014;

Exhibit 4: Applicant's eviction notice correspondence to respondent dated January 8, 2014

Exhibit 5: Residential lease signed December 6, 2013

Exhibit 6: Resident ledger dated February 18, 2015