

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
CHARLIE PETER CHARLIE, Respondent;

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

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 -

CHARLIE PETER CHARLIE

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 four hundred sixty five dollars and one cent (\$465.01) on or before January 17, 2015.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of
February, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
CHARLIE PETER CHARLIE, 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-

CHARLIE PETER CHARLIE

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
Charlie Peter Charlie, 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 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 account in evidence which indicated a balance of rent owing in the amount of \$465.01. The monthly rent for the premises is \$975 and the respondent holds a security deposit of \$925.

The applicant also provided two incident reports in evidence. The first, dated October 25, 2014 stated that there was a party with loud music in the respondent's apartment at 1:00 AM. The second, dated January 3, 2015 stated that there was loud music in the apartment at 12:30 AM. The applicant also provided a report dated January 1, 2015 noting that alleged guests of the respondent were running around the hallways and a loud party was being held in the respondent's apartment at 2:00 AM. There is no evidence that the respondent saw these reports until they were presented at the hearing. The applicant served a notice on the respondent dated January 5, 2015 noting that complaints had been received and warning him that further complaints could lead to the termination of the tenancy agreement. There was no evidence of further complaints after January 5, 2015.

In my opinion, it is not fair to consider the reports of disturbance as grounds to terminate the tenancy agreement. The evidence was not part of the application or any amendment to the application. The evidence was not provided to the respondent in a timely manner nor was the respondent given any indication that the landlord would be seeking termination on the grounds of disturbance.

I note that the application was dated September 29, 2014. According to the statement, the balance of rent owing on September 29, 2014 was only \$3.01. The applicant noted that the respondent had previously been ordered to pay the monthly rent on time (file #20-13826, filed on March 20, 2014). Notwithstanding the previous order to pay future rent on time, the rent arrears were trivial when the application was completed by the landlord. They are certainly larger now but the applicant seems to be anticipating a significant breach before it actually occurs.

The respondent did not dispute the allegations concerning the rent. He stated that his Employment Insurance check had not been received and that he could pay the arrears by January 16, 2015.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$465.01. In my opinion, the breach does not warrant termination of the tenancy agreement. An

order shall issue requiring the respondent to pay the applicant rent arrears of \$465.01 on or before January 17, 2015. The previous orders to pay future rent on time and to not disturb other tenants remain in effect.

Hal Logsdon
Rental Officer