

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**MAGGIE ALANAK**, 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 -

**MAGGIE ALANAK**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of February,  
2015.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**MAGGIE ALANAK**, 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-

**MAGGIE ALANAK**

Respondent/Tenant

**REASONS FOR DECISION**

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

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

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

The applicant provided a statement of account and a copy of the written tenancy agreement in evidence. The statement indicated a balance owing of \$1702.77. Included in that amount was an outstanding portion of the required security deposit (\$525) and charges for electricity (\$2377.38).

Article 4 of the tenancy agreement sets out the monthly rent as \$1050 and obligates the tenant to pay for heat and water but not hydro. The applicant stated that "hydro" meant electricity but also stated that the tenancy agreement was not correct as the tenant was actually expected to pay for electricity but not heat or water. Heat and water have not been charged to the tenant, presumably because there are no metres to determine the amount consumed by the tenant. In any case, there are no separate monthly amounts set out in the tenancy agreement for these utilities.

Notwithstanding that the tenancy agreement does not accurately reflect the obligations of the tenant in the eyes of the landlord, the agreement is nevertheless reduced to writing and therefore reflects the legal obligations of the parties.

Adjusting the statement by subtracting the electrical charges and the outstanding security deposit

- 3 -

from the balance shown results in a credit balance of \$1199.61. Therefore there are no rent arrears or other amounts owing to the landlord and the application must be dismissed.

---

Hal Logsdon  
Rental Officer