

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
NIHTAT GWICH'IN COUNCIL, 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 -

NIHTAT GWICH'IN COUNCIL

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 ten thousand nine hundred twenty five dollars (\$10,925.00).
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 3, 66 Franklin Road, Inuvik, NT shall be terminated on March 31, 2015 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of March,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
NIHTAT GWICH'IN COUNCIL, 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-

NIHTAT GWICH'IN COUNCIL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 12, 2015

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Bright Lubansa, representing the applicant
Joe Carnogurski, representing the respondent
Terry Peterson, representing the respondent

Date of Decision: March 12, 2015

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and 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 the rent account which indicated a balance of rent owing in the amount of \$10,925. The monthly rent for the premises is \$1650. The statement indicates that no rent has been paid since September 2014. The applicant stated that the apartment was occupied.

The respondent stated that their employee has been occupying the apartment. They stated that the new council was unaware that they had a tenancy agreement with the applicant and unsure of who was responsible for the rent for the apartment. They stated that if they were responsible for the rent, they would pay it promptly but may wish to terminate the tenancy agreement.

The applicant stated that they would be satisfied to continue the tenancy agreement if the rent arrears were promptly paid.

The tenancy agreement, provided by the applicant in evidence clearly sets out the respondent as sole tenant. As such they are liable for the payment of the rent. The current occupant, Mr Neil Firth is not named as a tenant or mentioned as a occupant on the tenancy agreement. He is not

liable to the applicant for the rent. The tenancy agreement is monthly.

I find the statement in order and find the respondent in breach of their obligation to pay rent. I find rent arrears of \$10,925. There are certainly adequate grounds to terminate the tenancy agreement but, in my opinion, there should be an opportunity for the respondent to continue the tenancy if they pay the rent arrears promptly.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$10,925 and terminating the tenancy agreement on March 31, 2015 unless the rent arrears are paid in full.

An eviction order, to be effective on April 1, 2015 unless the rent arrears of \$10,925 are paid on or before March 31, 2015 shall be issued separately.

Hal Logsdon
Rental Officer