

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Gloria Francis**,
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, **Adelle Guigon**, Deputy Rental Officer,
regarding a rental premises within **the city of Yellowknife in the Northwest Territories**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

GLORIA FRANCIS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$4,275.00 (four thousand two hundred seventy-five dollars).
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 section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties will be terminated May 31, 2015, and the respondent must vacate the rental premises on or before that date, unless the rental arrears identified in paragraph one are paid in full and the rent for May 2015 is paid on time.

DATED at the City of Yellowknife in the Northwest Territories this 16th day of April 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Gloria Francis**,
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.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

GLORIA FRANCIS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 15, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Metslal Mesgun, representing the applicant Gloria Francis, respondent
<u>Date of Decision:</u>	April 15, 2015

REASONS FOR DECISION

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Gloria Francis as the respondent/tenant was filed by the Rental Office March 16, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #409, 42 Con Road, in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent March 16, 2015.

The applicant alleged the respondent had accumulated rental arrears and been repeatedly late paying the rent. An order was sought for payment of 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 April 15, 2015, in Yellowknife, Northwest Territories. Ms. Metslal Mesgun appeared representing the applicant. Ms. Gloria Francis appeared as respondent.

Ms. Mesgun testified and provided evidence that Ms. Francis has been a tenant at apartment #409, 42 Con Road, in Yellowknife, Northwest Territories, since September 1, 2014. The tenancy is for a fixed-term ending August 31, 2015. The monthly rent was set at \$1,650 payable the first of each month. Ms. Francis did not dispute these facts.

Ms. Mesgun testified and provided evidence that in December 2014 Ms. Francis began paying her rent late, that the rent for February has not been paid in full, and the rents for March and April have not as yet been paid. Ms. Francis did not dispute these facts, but did point out that the December rent was paid in full by December 16, 2014, and the January rent was paid in full by January 30, 2014. Ms. Francis also pointed out that the rents for September, October, and November had actually been paid in advance of when they were due.

Ms. Francis explained that she had become quite ill and ended up losing her job as of January 23, 2015. Shortly thereafter, her illness escalated and she had to travel to Edmonton for a lengthy period of time to resolve her medical condition. During this time she admits to failing to notify the landlord of her status, as well as failing to notify her Territorial Rent Supplement Program (TRSP) worker.

Ms. Francis has been a client under the Territorial Rent Supplement Program since the commencement of her tenancy and has received monthly supplements from the program paid directly to the landlord in the amount of \$500. Due to her medical travel and failure to report to her TRSP worker, the payments for March and April were not processed. Ms. Francis has resolved that issue with the TRSP and expects those two retroactive payments to be issued to the landlord along with her May TRSP payment on or about May 1st, the amount totalling \$1,500.

Ms. Francis confirmed she has just started new employment from which she receives her pay on the 15th and 30th of each month. She also receives child tax benefits on the 20th of each month in the amount of \$500. Ms. Francis has made application to the Homelessness Assistance Fund, the approval of which is pending a rental officer order directing payment of rental arrears. Ms. Francis has no reason to believe her application will not be approved as she has met all the application requirements. She expects the payment from the Homelessness Assistance Fund once approved would be paid out no later than the end of May. Ms. Francis offered assurances that she fully expects to be able to pay the rent for May on time as required, as well as every month thereafter, and to have the rental arrears paid in full by the end of May.

The resident ledger provided into evidence reflects rental arrears as of April 14, 2015, in the amount of \$4,408. This amount includes the application of late payment penalties which have been calculated in accordance with the *Residential Tenancies Regulations*, excepting charges dated November 2nd and November 5th totalling \$8.00. Those two charges were entered respecting the rent for November, which in fact was paid in full on October 31, 2014, and therefore was not late. The late payment penalty of \$8.00 was deducted from the rental arrears total.

Also reflected on the resident ledger was a \$125 charge for an on-call lock out fee dated December 22, 2014. Ms. Mesgun had no documentary evidence to support this charge and Ms. Francis disputed that she called for assistance to enter the apartment building. Ms. Francis admitted that she had in fact returned to the building late one evening without her keys and that her roommates were not waking up to her buzzing the apartment. She was waiting outside for her roommates to respond when an NPR maintenance employee she was familiar with attended the building in response to another call-out regarding flooding in the building and permitted her entry with him. She reiterates that she did not initiate the call out. As Ms. Mesgun had no evidence to support the claim for the \$125 call-out charge, that amount was deducted from the rental arrears claimed. Ms. Mesgun was given leave to re-apply for that charge should she be able to obtain evidence proving the call-out.

I am satisfied a valid tenancy agreement exists between the parties in accordance with the *Residential Tenancies Act*. I am also satisfied that the resident ledger accurately reflects the status of the respondent's rent account, less the \$8.00 late payment penalty and \$125 call-out charge previously discussed. I find the respondent has accumulated rental arrears in the amount of \$4,275.

In light of the substantial amount of rental arrears and in recognition that the late payment of rent commenced prior to the respondent's medical leave, I am satisfied that termination of the tenancy and eviction is justified. However, I am cognizance of the respondent's efforts to resolve her financial situation and am satisfied a conditional termination and eviction order is warranted.

An order will issue requiring Ms. Gloria Francis to pay rental arrears in the amount of \$4,275, to pay her rent on time in the future, terminating her tenancy on May 31, 2015, unless the rental arrears are paid in full and the rent for May 2015 is paid on time, and evicting her from the rental premises on June 1, 2015, if the termination of the tenancy becomes effective on May 31, 2015. The eviction order will issue under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated March 13, 2015

Exhibit 2: Applicant's termination notice correspondence to respondent dated March 4, 2015

Exhibit 3: Set of two photographs

Exhibit 4: Applicant's notice to terminate tenancy correspondences to respondent dated: March 9, 2015; February 9, 2015; January 9, 2015

Exhibit 5: Tenancy agreement

Exhibit 6: Resident ledger dated April 15, 2015