

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Pauline Watler and Ashley Watler**, Respondents;

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 -

**PAULINE WATLER and ASHLEY WATLER**

Respondents/Tenants

**ORDER and EVICTION ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$5,726.25 (five thousand seven hundred twenty-six dollars twenty-five cents).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents must pay their 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 5460 - 52 Street in Yellowknife, Northwest Territories, will terminate October 1, 2015, unless the rental arrears identified in paragraph 1 of this order and the rent for October 2015 are paid in full on or before that day.

4. Pursuant to sections 63(4)(b) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties terminates October 1, 2015, in accordance with paragraph 3 of this order, the respondents must compensate the applicant for use and occupation of the rental premises at a rate of \$65.92 (sixty-five dollars ninety-two cents) for each day they remain in the rental premises after October 1, 2015.
5. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties terminates October 1, 2015, in accordance with paragraph 3 of this order, the respondents will be evicted from the rental premises on October 15, 2015.

DATED at the City of Yellowknife in the Northwest Territories this 23rd day of September 2015.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Pauline Watler and Ashley Watler**, Respondents.

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-

**PAULINE WATLER and ASHLEY WATLER**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 22, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Aya Burshan, representing the applicant Pauline Watler, respondent</b>
<b><u>Date of Decision:</u></b>	<b>September 22, 2015</b>

**REASONS FOR DECISION**

An application to a rental officer made by Northern Property Limited Partnership as the applicant/landlord against Pauline Watler as the respondent/tenant was filed by the Rental Office August 12, 2015. The applicant subsequently amended the application to include Ashley Watler as a joint respondent/tenant. The application was made regarding a residential tenancy agreement for the rental premises known as 5460 - 52 Street in Yellowknife, Northwest Territories. The applicant served a copy of the filed amended application on the respondents by email deemed received September 18, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents had repeatedly failed to pay the full amount of rent when due and had accumulated substantial rental arrears. An order was sought 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 September 22, 2015, by three-way teleconference. Ms. Aya Burshan appeared representing the applicant. Ms. Pauline Watler appeared as respondent and representing Ms. Ashley Watler.

*Preliminary matters*

The application identified the landlord as Northern Property Limited Partnership. The written tenancy agreement identified the landlord as NPR Limited Partnership. Ms. Burshan confirmed that Northern Property Limited Partnership and NPR Limited Partnership are one and the same, and agreed the application to a rental officer should reflect the name of the landlord as it appears on the written tenancy agreement. The application and style of cause are amended to reflect the applicant/landlord as NPR Limited Partnership.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a written tenancy agreement between them for the rental premises known as 5460 - 52 Street in Yellowknife, Northwest Territories. The tenancy agreement started September 1, 2012. The current monthly rent was agreed to be \$2,005. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

*Rental arrears, termination, and eviction*

The resident ledger entered into evidence represents the landlord's accounting of monthly rent, late payment penalties, and payments received against the respondent's rent account throughout the tenancy. Ms. Watler did not dispute the accuracy of the accounting. I am satisfied the resident ledger accurately reflects the status of the respondents' rent account.

Ms. Burshan referred to the resident ledger in supporting her testimony that the respondents have been repeatedly late paying the full amount of their rent throughout their tenancy. Repeated efforts have been made to enter into payment plan agreements of which the respondents have failed to comply. Two previous rental officer orders (#10-13370 and #10-14090) were issued requiring payment of rental arrears, neither of which were complied with. Rental officer order #10-14090 included conditional termination and eviction orders which were to have taken effect should the respondents fail to fulfill their obligation to pay their rental arrears. Ms. Burshan testified that she agreed not to enforce the termination and eviction orders at the time because the respondents appealed to her compassion and promised to resolve the arrears. They have continued to repeatedly fail to do so. The current rental arrears amount to \$5,726.25, representing nearly three months' rent. Repeated offers of transfers to less expensive accommodations were not accepted by the respondents. Ms. Burshan reiterated the applicant's request to terminate the tenancy for having accumulated substantial rental arrears, repeatedly failing to pay the full amount of rent when due, and repeatedly failing to comply with promises to pay.

Ms. Watlers acknowledged the rental arrears claimed, citing her part-time employment and inadequate Income Support assistance as contributing factors to her inability to pay the full amount of rent when due. She additionally cited two recent deaths in the family which required financial assistance. She argued that she has been as compliant with her promises as she can be and made them in good faith, but that other obligations have taken precedent. She testified that she started working full time on August 30, 2015, and expects to be able to pay down her rental arrears and her rents before December 2015. She offered another payment plan including paying October and November rents on time, promising she could meet the offered commitment. She pleaded if necessary she could pay the full amount owing much sooner.

In consideration of the respondents historical pattern of behaviour as evidenced by the resident ledger, two previous rental officer orders, and testimony of Ms. Burshan, I am not satisfied the respondents are able to comply with a payment plan commitment. Nor am I satisfied that the respondents can afford the monthly rent they have agreed to pay for the rental premises they are occupying. I have very little confidence in Ms. Watler's estimation of her new forthcoming income being of adequate amounts to meet her financial obligations as they currently stand.

I am satisfied the respondents have repeatedly failed to pay the full amount of their rent when due throughout their tenancy. I find the respondents have accumulated rental arrears in the amount of \$5,726.25.

I am satisfied that termination of the tenancy agreement and eviction are justified under the circumstances. In an effort to give the respondents one last chance to resolve their arrears, remain in the rental premises, and prove they can pay their monthly rent on time, while still respecting the seriousness of the breaches of their obligations, termination and eviction will be conditional on full payment of the rental arrears and October's rent being received on or before October 1, 2015.

*Order*

An order will issue requiring Ms. Pauline Watler and Ms. Ashley Watler to pay rental arrears in the amount of \$5,726.25; to pay their future rent on time; terminating their tenancy agreement October 1, 2015, unless the rental arrears and rent for October are paid in full; to pay compensation for use and occupation of the rental premises at a rate of \$65.92 for each day they remain in the rental premises after October 1, 2015, if the termination of the tenancy becomes effective; and evicting the respondents October 15, 2015, if the termination of the tenancy becomes effective.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated August 7, 2015

Exhibit 2: Applicant's notice to terminate tenancy correspondences to respondents dated: July 10, 2015; June 10, 2015; May 8, 2015; April 10, 2015

Exhibit 3: Email conversation between Metslal Mesgun and Pauline Watler dated from June 26 to July 20, 2015

Exhibit 4: Assignment agreement effective February 5, 2014, and lease made August 22, 2012

Exhibit 5: Resident ledger dated September 22, 2015

Exhibit 6: Email correspondence between Aya Burshan and Pauline Watler dated September 15, 2015