

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Willinda Boline**, 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, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

WILLINDA BOLINE

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 \$4,308.81 (four thousand three hundred eight dollars eighty-one cents).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as #308, 5720 - 50 Avenue, in Yellowknife, Northwest Territories, will terminate September 30, 2015, and the respondent must vacate the rental premises on or before that day.

3. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent must compensate the applicant for use and occupation of the rental premises known as #308, 5720 - 50 Avenue, in Yellowknife, Northwest Territories, at a rate of \$52.44 (fifty-two dollars forty-four cents) for each day the respondent remains in the rental premises after September 30, 2015.

DATED at the City of Yellowknife in the Northwest Territories this 11th day of September 2015.

Adelle Guigon
Deputy Rental Officer

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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:

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Applicant/Landlord

-and-

WILLINDA BOLINE

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 9, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Aya Burshan, representing the applicant Willinda Boline, respondent
<u>Date of Decision:</u>	September 9, 2015

REASONS FOR DECISION

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Willinda Boline as the respondent/tenant was filed by the Rental Office August 12, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #308, 5720 - 50 Avenue, in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent August 13, 2015.

The applicant alleged the respondent had accumulated rental arrears and sought an order 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 9, 2015, in Yellowknife, Northwest Territories. Ms. Aya Burshan appeared representing the applicant. Ms. Willinda Boline appeared as respondent.

Preliminary matters

The application to a rental officer identified the landlord as Northern Property Limited Partnership. The written tenancy agreement identified the landlord as NPR Limited Partnership. Ms. Burshan confirmed at hearing that although the landlord does go by both names, she agreed the proper identification of the landlord should be as reflected in the written tenancy agreement. As such, the application and style of cause will be amended to reflect NPR Limited Partnership going forward.

Tenancy agreement

The parties agreed and evidence was presented establishing a written tenancy agreement between them for the rental premises known as #308, 5720 - 50 Avenue, in Yellowknife, Northwest Territories. The tenancy commenced November 1, 2013, for a fixed term to October 31, 2014, after which the tenancy was automatically renewed as a monthly tenancy pursuant to section 49(1) of the *Residential Tenancies Act* (the Act). The rent was set at \$1,595 per month, due the first of each month.

Rental arrears

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

A review of the resident ledger supports Ms. Burshan's allegation that Ms. Boline has been repeatedly late paying the full amount of her rent when due throughout the tenancy agreement. The last credit balance held by the respondent was on March 31, 2015. The last payment made against the rent account was for \$335.19 on July 23, 2015. The rental arrears have now accumulated to \$4,308.81.

I am satisfied Ms. Boline has been repeatedly late paying the full amount of rent when due and has accumulated rental arrears. I find she has failed to comply with her obligation to pay her rent on time and in full, and currently has rental arrears in the amount of \$4,308.81.

Termination and eviction

The substantial amount of rental arrears the respondent has accumulated and the repeated pattern of failing to pay the full amount of rent when due justify termination of the tenancy agreement. Ms. Boline testified that she had made application to the Homelessness Assistance Fund last month, but the processing was delayed due to staff holidays and as such was only completed last week. A decision from them is expected this afternoon. She also testified that she has not been able to secure income assistance since July this year because she was unable to report her boyfriend's paystubs. She has been unable to make any additional payments since July because she has not earned enough income to cover the costs of rent and her other obligations. Ms. Boline indicated that she notified the landlord of her intention to vacate the rental premises for the end of the month, temporarily intending to move back into her father's home in Behchoko. Ms. Boline acknowledged her debt and that she could not afford the rent on her current income. She requested an opportunity to negotiate a payment plan to resolve her arrears with the landlord.

In light of the aforementioned significant arrears and pattern of behaviour, and the respondent's expressed intention to vacate, as well as in consideration of ensuring the respondent is not in a position to accumulate additional arrears, I am satisfied termination of the tenancy is justified. Although the respondent has indicated she intends to vacate the rental premises by the end of the month, an eviction order remains justified.

Order

An order will issue requiring Ms. Willinda Boline to pay rental arrears in the amount of \$4,308.81, terminating her tenancy agreement September 30, 2015, evicting her October 1, 2015, and requiring her to compensate the landlord for use and occupation of the rental premises at a rate of \$52.44 for each day she remains there after September 30, 2015. The eviction order will follow under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated August 7, 2015

Exhibit 2: Applicant's correspondences to respondent dated: July 10, 2015; June 10, 2015; April 10, 2015; March 9, 2015

Exhibit 3: Residential lease signed November 7, 2013

Exhibit 4: Resident ledger dated September 9, 2015