

IN THE MATTER between **Northern Property Realty Estate Investment Trust**,  
Applicant, and **Annette Nitah**, 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:

**NORTHERN PROPERTY REALTY ESTATE INVESTMENT TRUST**

Applicant/Landlord

- and -

**ANNETTE NITAH**

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 \$3,151.92 (three thousand one hundred fifty-one dollars ninety-two dollars).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as #209, 4905 - 54 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 #209, 4905 - 54 Avenue, in Yellowknife, Northwest Territories, at a rate of \$51.78 for each day she 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.

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Adelle Guigon  
Deputy Rental Officer

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BETWEEN:

**NORTHERN PROPERTY REALTY ESTATE INVESTMENT TRUST**

Applicant/Landlord

-and-

**ANNETTE NITAH**

Respondent/Tenant

**REASONS FOR DECISION**

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

**REASONS FOR DECISION**

An application to a rental officer made by Northern Property Realty Estate Investment Trust as the applicant/landlord against Annette Nitah 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 #209, 4905 - 54 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 has been repeatedly late paying the full amount of rent when due and has accumulated rental arrears. 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 September 9, 2015, in Yellowknife, Northwest Territories. Ms. Aya Burshan appeared representing the applicant. Ms. Annette Nitah was served a notice of attendance by registered mail deemed served August 26, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Ms. Nitah did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in Ms. Nitah's absence pursuant to section 80(2) of the Act.

*Preliminary matters*

The application to a rental officer identified Northern Property Limited Partnership as the landlord. The written tenancy agreement identified Northern Property Realty Investment Trust as the landlord. Ms. Burshan confirmed these two parties are one and the same company. The application to a rental officer and style of cause will be amended to reflect the landlord as described on the written tenancy agreement as Northern Property Realty Investment Trust going forward.

The written tenancy agreement further identified both Annette Nitah and Rebecca Nitah as tenants, however, only Annette Nitah signed the agreement. As such, I accept that Annette Nitah is the sole tenant responsible for this tenancy.

*Tenancy agreement*

Ms. Burshan provided into evidence a written tenancy agreement establishing a tenancy between the parties for the rental premises known as #209, 4905 - 54 Avenue, in Yellowknife, Northwest Territories. The tenancy commenced October 1, 2010, for a fixed term to September 31, 2011, after which it automatically renewed as a monthly tenancy pursuant to section 49(1) of the Act. The monthly rent has been established at \$1,575 as of November 1, 2013. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

*Rental arrears*

The resident ledger entered into evidence represents the landlord's accounting of monthly rent, staff payroll deductions, staff discounts, and payments made against the respondent's rent account. I am satisfied the resident ledger accurately reflects the current status of the respondent's rent account.

The resident ledger supports the landlord's allegation that the respondent has been repeatedly late paying the full amount of rent when due and currently carries substantial rental arrears. The last credit balance to the respondent's rent account was recorded on October 26, 2012. The last two payments made on the account were for \$149.17 on August 25, 2015, and \$650 on August 6, 2015; this totals an insufficient amount to cover the rent for August, even after the staff discount of \$393.75. The respondent's efforts to make payments have been inconsistent and irregular throughout the tenancy.

I find Ms. Nitah has repeatedly failed to pay the full amount of rent when due and has accumulated rental arrears in the amount of \$3,151.92.

*Termination and eviction*

The substantial amount of rental arrears and the respondent's repeated pattern of failing to pay the full amount of her discounted rent on time justifies termination of this tenancy agreement. I am further satisfied that an eviction order is justified.

*Order*

An order will issue requiring Ms. Annette Nitah to pay rental arrears in the amount of \$3,151.92; terminating her tenancy September 30, 2015; evicting her October 1, 2015; and requiring her to pay compensation for use and occupation of the rental premises at a rate of \$51.78 for each day she remains in occupancy after September 30, 2015. The eviction order will follow under separate cover.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated August 7, 2015

Exhibit 2: Notice of rent increase dated July 22, 2013

Exhibit 3: Lease made October 1, 2010

Exhibit 4: Resident ledger dated September 9, 2015