

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**MAGGIE ALANAK AND FREDDY ALANAK**, Respondents;

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 -

**MAGGIE ALANAK AND FREDDY ALANAK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of five thousand three hundred ninety eight dollars and thirty nine cents (\$5398.39).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay compensation to the applicant for electricity costs which were paid on their behalf in the amount of one thousand two hundred forty five dollars and forty one cents (\$1245.41).
3. Pursuant to sections 41(4)(c) and 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 211, 20 Bootlake

Road, Inuvik, NT shall be terminated on September 30, 2015 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of September, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**MAGGIE ALANAK AND FREDDY ALANAK**, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**MAGGIE ALANAK AND FREDDY ALANAK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 9, 2015

**Place of the Hearing:** Inuvik, NT via teleconference

**Appearances at Hearing:** Aru Vashisht, representing the applicant

**Date of Decision:** September 9, 2015

### **REASONS FOR DECISION**

The respondents were served with Notices of Attendance but failed to appear at the hearing. The hearing was held in the absence of the respondents.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay for electricity during the term of the tenancy. The applicant sought an order requiring the respondents to pay the alleged rent arrears and compensation for electricity which was paid on their behalf by the landlord. The applicant also sought an order terminating the tenancy agreement and an eviction order.

The applicant provided a statement of account in evidence which indicated a balance of \$6643.80. Included in that amount are charges for electricity and administration fees levied by the landlord for the processing of those payments totalling \$1245.41. The current tenancy agreement which commenced on February 1, 2015 obligated the tenants to pay for electricity during the term of the agreement. The applicant testified that the respondents had failed to transfer the electricity account in their names and the landlord paid the charges on their behalf.

The applicant also applied a 15% administration fee for each electrical bill that was paid on behalf of the respondents. In my opinion, the payment of the electrical charges was reasonable in order to protect the landlord's property and the administration charges are reasonable.

The monthly rent for the premises is \$1200. The rent arrears represent over four months of

overdue rent. The respondents have not made any payments of rent since June 2, 2015.

I find the statement in order and find the respondents in breach of their obligation to pay rent and their obligation to pay for electricity. I find the rent arrears to be \$5398.39 and the electricity charges which were paid on their behalf to be \$1245.41. In my opinion there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$5398.39 and compensation for electricity charges paid on their behalf of \$1245.41. The tenancy agreement shall be terminated on September 30, 2015. An eviction order to become effective on October 1, 2015 shall be issued separately.

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Hal Logsdon  
Rental Officer