

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Pauline Modeste and Peter Simpson**, 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 -

**PAULINE MODESTE and PETER SIMPSON**

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 \$1,965.00 (one thousand nine hundred sixty-five dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents must pay their future rent on time.
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate December 31, 2015, and the respondents must vacate the rental premises on or before that date, unless the rental arrears are paid in full and the monthly rents for November and December are paid on time.

4. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties terminates in accordance with paragraph 3, the respondents will be evicted from the rental premises known as 986 Gitzel Street in Yellowknife, Northwest Territories, on January 1, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 9th day of October 2015.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Pauline Modeste and Peter Simpson**, 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 MODESTE and PETER SIMPSON**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 7, 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>October 7, 2015</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Northern Property Limited Partnership as the applicant/landlord against Pauline Modeste and Peter Simpson as the respondents/tenants was filed by the Rental Office August 20, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as 986 Gitzel Street in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondents August 24, 2015.

The applicant alleged the respondent had accumulated rental arrears and sought an order for payment of the arrears, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for October 7, 2015, in Yellowknife, Northwest Territories. Ms. Aya Burshan appeared representing the applicant. Ms. Pauline Modeste and Mr. Peter Simpson were served notices of attendance by registered mail deemed served October 2, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Neither Ms. Modeste nor Mr. Simpson appeared at the hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

#### *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 both names apply to the same company, and agreed to amending the application to reflect the landlord as identified by the written tenancy agreement. The application and style of cause are amended to identify the landlord as NPR Limited Partnership.

#### *Tenancy agreement*

The written tenancy agreement entered into evidence established a residential tenancy agreement between the parties for the rental premises known as 986 Gitzel Street in Yellowknife, Northwest Territories, commencing December 1, 2014. The monthly rent is \$1,960. 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, late payment penalties, and payments made against the respondents' rent account. I am satisfied the ledger accurately reflects the current status of the respondents' rent account.

The ledger corroborates the landlord's allegations that the respondents have repeatedly failed to pay the full amount of their rent when due throughout the tenancy agreement and that they have accumulated rental arrears in the amount of \$1,965. The last payment received on the account was recorded on September 28, 2015, in the amount of \$1,801.81, which brought the account to a zero balance on that date. The previous zero balance to the account occurred on May 26, 2015. The accumulated rental arrears to date represent the rent for October plus late payment penalties.

I find the respondents have repeatedly failed to pay the full amount of rent when due and have accumulated rental arrears in the amount of \$1,965.

*Termination of the tenancy agreement and eviction*

I am satisfied the respondents' repeated failure to pay the full amount of rent justify termination of the tenancy agreement and eviction. In recognition of the respondents' recent efforts to resolve their rental arrears, while also recognizing that they are still late paying their rent, Ms. Burshan suggested the landlord would not be opposed to delayed termination and eviction orders dependent on the payment in full of the rental arrears and monthly rent being paid on time. I am satisfied delayed conditional termination and eviction orders are appropriate under the circumstances.

*Orders*

An order will issue requiring Ms. Pauline Modeste and Mr. Peter Simpson to pay rental arrears in the amount of \$1,965; to pay their future rent on time; terminating their tenancy agreement December 31, 2015, unless the rental arrears are paid in full and the monthly rents for November and December are paid on time; and evicting them from the rental premises January 1, 2016, if the termination order comes into effect.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated August 18, 2015

Exhibit 2: Applicant's notices to respondents dated: August 10, 2015; July 10, 2015; April 10, 2015; June 10, 2015; May 8, 2015; March 9, 2015; February 9, 2015; January 9, 2015; December 8, 2014;

Exhibit 3: Tenancy agreement commencing December 1, 2014

Exhibit 4: Emails between [Kristie.Anderson@atco.com](mailto:Kristie.Anderson@atco.com) and Aya Burshan dated October 6, 2015

Exhibit 5: Resident ledger dated October 6, 2015