

IN THE MATTER between **Northern Property Limited Partnership**, Applicant, and
John Quitte, Respondent;

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 **Adelle Guigon**, Deputy Rental Officer,
regarding a rental premises within **the city of Yellowknife in the Northwest Territories**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

JOHN QUITTE

Respondent/Tenant

ORDER and EVICTION 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 \$4,956.00 (four thousand nine hundred fifty-six 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 #309, 5123 - 53 Street, in Yellowknife, Northwest Territories, will terminate October 31, 2015, and the respondent must vacate the rental premises on or before that date.

3. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent will be evicted from the rental premises known as #309, 5123 - 53 Street, in Yellowknife, Northwest Territories, on November 1, 2015.
4. 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 at a rate of \$46.19 (forty-six dollars nineteen cents) for each day he remains in the rental premises after October 31, 2015.

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

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Northern Property Limited Partnership**, Applicant, and
John Quitte, 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.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JOHN QUITTE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 7, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Aya Burshan, representing the applicant
<u>Date of Decision:</u>	October 7, 2015

REASONS FOR DECISION

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against John Quitte as the respondent/tenant was filed by the Rental Office August 24, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #309, 5123 - 53 Street, in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent August 25, 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. Mr. John Quitte was served with a notice of attendance by registered mail deemed served October 2, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Mr. Quitte did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

Preliminary matters

The application identified the landlord as NPR Limited Partnership. The written tenancy agreement identified the landlord as Northern Property Limited Partnership. Ms. Burshan confirmed the two entities are of the same company, and agreed to amendment of the application to reflect the landlord in accordance with the written tenancy agreement. The application and style of cause will reflect the landlord as Northern Property Limited Partnership.

Tenancy agreement

Ms. Burshan testified to and provided evidence establishing a residential tenancy agreement between Northern Property Limited Partnership and Mr. Quitte for the rental premises identified as #309, 5123 - 53 Street, in Yellowknife, Northwest Territories. The tenancy commenced November 1, 2011. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The resident ledger provided into evidence represents the landlord's accounting of monthly rent, late payment penalties, and payments made against the respondent's rent account. Having reviewed the assessed late payment penalty calculations, I am satisfied the amounts charged fall within the maximum permitted under the Act. I am satisfied the resident ledger accurately reflects the current status of the respondent's rent account. The monthly rent is \$1,405.

The resident ledger substantiate's the landlord's claim that the respondent has been repeatedly late paying the full amount of rent when due throughout the tenancy. The last payment received against the account was made August 21, 2015, in the amount of \$700. I find the respondent has accumulated rental arrears to date in the total amount of \$4,956.

Termination of the tenancy agreement and eviction

Ms. Burshan testified and provided evidence that repeated efforts have been made to notify the respondent of his arrears and to attempt to communicate with him regarding resolving the arrears. They have been very lenient with Mr. Quitte in this regard. Mr. Quitte has not been cooperative and has made no reasonable efforts to resolve his arrears.

The amount of rental arrears are substantial, and the respondent has been repeatedly late paying his rent throughout the tenancy. I am satisfied that termination of the tenancy agreement and eviction are justified under the circumstances.

Order

An order will issue requiring Mr. John Quitte to pay rental arrears in the amount of \$4,956; terminating his tenancy agreement on October 31, 2015; evicting him from the rental premises on November 1, 2015; and requiring him to compensate the landlord for use and occupation of the rental premises at a rate of \$46.19 for each day he remains there after October 31, 2015.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated August 21, 2015

Exhibit 2: Applicant's notices to respondent dated: August 10, 2015; July 10, 2015; May 8, 2015; April 10, 2015; March 9, 2015; November 12, 2014; October 9, 2014

Exhibit 3: Lease agreement made November 16, 2011

Exhibit 4: Resident ledger dated October 6, 2015