

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Morgan Hagen and Mavis Jacobson**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the city of Yellowknife in the Northwest Territories**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

MORGAN HAGEN and MAVIS JACOBSON

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 \$5,449.00 (five thousand four hundred forty-nine dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents must pay their rent on time in the future.
3. Pursuant to sections 41(4)© and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate January 31, 2016, unless the monthly rents for November, December, and January are paid on time and the rental arrears are paid in full.

4. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties is terminated in accordance with paragraph 3, the respondents will be evicted from the rental premises known as #315, 490 Range Lake Road, in Yellowknife, Northwest Territories, on February 1, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 16th day of October 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Morgan Hagen and Mavis Jacobson**, 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-

MORGAN HAGEN and MAVIS JACOBSON

Respondents/Tenants

REASONS FOR DECISION

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|---------------------------------------|---|
| <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 Mavis Jacobson, respondent |
| <u>Date of Decision:</u> | October 7, 2015 |

REASONS FOR DECISION

An application to a rental officer made by Northern Property Limited Partnership as the applicant/landlord against Morgan Hagen and Mavis Jacobson as the respondents/tenants was filed by the Rental Office August 26, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #315, 490 Range Lake Road, in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondents by email deemed received August 30, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents 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 October 7, 2015, in Yellowknife, Northwest Territories. Ms. Aya Burshan appeared representing the applicant. Ms. Mavis Jacobson appeared as respondent and on behalf of Mr. Morgan Hagen.

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 the two companies are part of the same organization and agreed to amending the application to reflect the landlord as identified in the written tenancy agreement. The application and style of cause going forward will identify the landlord as NPR Limited Partnership.

Tenancy agreement

The parties agreed and provided evidence establishing a residential tenancy agreement between them for the rental premises known as #315, 490 Range Lake Road, in Yellowknife, Northwest Territories. The joint tenancy commenced July 1, 2013, with a monthly rent of \$1,415. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (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. It reports the accumulated rental arrears balance at \$5,449. Ms. Jacobson did not dispute either the accuracy of the accounting or the amount of rental arrears alleged. I am satisfied the resident ledger accurately reflects the current status of the respondents' rent account and I find the respondents have accumulated rental arrears in the amount of \$5,449.

The resident ledger further establishes that the respondents have been repeatedly late paying the full amount of rent when due, reflecting zero or credit balances only four times throughout the tenancy. The last zero balance to the account was recorded on July 25, 2014. The last payment against the account was recorded September 2, 2015, in the amount of \$1,800; before then a payment of \$400 was recorded July 15, 2015. I find the respondents have failed to comply with their obligation to pay the full amount of their rent when due.

Termination of the tenancy agreement and eviction

Ms. Jacobson testified that she was largely unaware of the extent of the rental arrears, believing that her son, Mr. Hagen, had been taking care of the rent payments. Ms. Jacobson is a co-signor to the tenancy agreement and does not actually live with Mr. Hagen. She has been on leave from her employment for nearly three months, and is expecting to return to work on November 2, 2015. Mr. Hagen has also been unemployed until recently. Ms. Jacobson advised at hearing that she expects that between her own and Mr. Hagen's contributions that the monthly rents going forward will be paid in full and on time, and that she will be able to resolve the accumulated rental arrears in full before the end of January 2016.

Ms. Jacobson requested an opportunity to resolve the arrears prior to terminating the tenancy agreement. Ms. Burshan was not opposed to the imposition of conditional termination and eviction orders on the payment in full of the rental arrears and monthly rents paid on time.

I am satisfied based on the amount of accumulated rental arrears and repeated failure to pay the full amount of rent when due that termination of the tenancy agreement and eviction are justified. Under the circumstances, termination and eviction conditional on the payment of rents on time and payment of rental arrears in full are appropriate.

Orders

An order will issue requiring Mr. Morgan Hagen and Ms. Mavis Jacobson to pay rental arrears in the amount of \$5,449; to pay their rent on time in the future; terminating their tenancy agreement January 31, 2016, unless the monthly rents for November, December, and January are paid on time and the rental arrears are paid in full; and evicting them from the rental premises on February 1, 2016, if the tenancy is terminated on January 31, 2016.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated August 24, 2015

Exhibit 2: 16 notices sent to respondents dated from January 7, 2014, to August 10, 2015

Exhibit 3: Residential lease agreement signed June 5, 2013

Exhibit 4: Emails between the applicant and respondents dated: August 27, 2015; September 8, 2015; September 9, 2015

Exhibit 5: Resident ledger dated October 6, 2015