

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **KIEFER POKIAK**, 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, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**KIEFER POKIAK**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to establish an account for electricity and to pay for electricity directly to the supplier during the term of the tenancy agreement.
2. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 308, 492 Range Lake Road, Yellowknife, NT shall be terminated on November 15, 2015 and the respondent shall vacate the premises on that date unless the respondent has established an account for electricity for the rental premises.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of October, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **KIEFER POKIAK**, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

# KIEFER POKIAK

Respondent/Tenant

## REASONS FOR DECISION

**Date of the Hearing:** **October 28, 2015**

**Place of the Hearing:** **Yellowknife, NT**

**Appearances at Hearing:**           Aya Burshan, representing the applicant  
Kiefer Pokiak, respondent

**Date of Decision:** **October 28, 2015**

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the rent on the days it is due. The applicant sought an order terminating the tenancy agreement and evicting the respondent.

The applicant stated that the respondent had paid the rent arrears in full but had previously failed to pay the rent on the days it was due. The tenancy agreement between the parties commenced on June 1, 2015 and obligated the tenant to pay rent in advance on the first day of every month.

The applicant provided a statement of the rent account in evidence. The statement indicates that the June rent was paid in advance, the July rent was paid six days late and the August and September rents were not paid until September 29.

The statement also indicates that the respondent has been charged for electricity by the applicant. The applicant stated that the respondent failed to establish an account for electricity and the landlord has been paying the account on behalf of the respondent. The tenancy agreement obligates the tenant to pay for the cost of electricity during the term of the tenancy. The respondent stated that he had simply forgotten to change the electrical account to his name.

I find the respondent in breach of his obligation to pay rent on the days it is due and his obligation to pay for electricity directly to the supplier. In my opinion, there are sufficient

grounds to terminate the tenancy agreement unless the respondent promptly establishes an account for electricity.

An order shall issue requiring the respondent to comply with the obligation to pay for electricity during the term of the agreement and terminating the tenancy agreement on November 15, 2015 unless he establishes an account with the utility supplier. The respondent shall also be ordered to pay future rent on time. In my opinion, an eviction order is not warranted at this time.

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Hal Logsdon  
Rental Officer