

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Justin Green**,
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 -

JUSTIN GREEN

Respondent/Tenant

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 \$738.00 (seven hundred thirty-eight dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay his rent on time in the future.

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

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Justin Green**,
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BETWEEN:

NPR LIMITED PARTNERSHIP

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-and-

JUSTIN GREEN

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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 Justin Green, 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 Justin Green and Sarah Kerr/Mahik 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 #202, 5001 - 52 Avenue, in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondents by email deemed received August 27, 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. Mr. Justin Green appeared as respondent and for Ms. Sarah Kerr/Mahik.

Preliminary matters

The application to a rental officer identified the landlord as Northern Property Limited Partnership. The written tenancy agreement identified the landlord as NPR Limited Partnership and identified Justin Green as the sole tenant. Ms. Burshan agreed to withdraw the application against Ms. Kerr/Mahik, and to amend the application to identify the landlord as NPR Limited Partnership. The application and style of cause are amended and will reflect going forward the applicant as NPR Limited Partnership and the respondent as Justin Green alone.

Tenancy agreement

The parties agreed and evidence was presented establishing a tenancy agreement between them for the rental premises known as #202, 5001 - 52 Avenue, in Yellowknife, Northwest Territories. The tenancy commenced December 1, 2012, and the current monthly rent was established at \$1,630. I am satisfied a valid tenancy agreement is in place between NPR Limited Partnership and Justin Green in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of monthly rent and payments made against the respondent's rent account. The respondent did not dispute the accuracy of the landlord's accounting, acknowledging and accepting responsibility for his arrears. I am satisfied the ledgers accurately reflect the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$738.

The ledgers further support the landlord's allegation that the respondent has been repeatedly late paying the full amount of rent when due. The respondent did not dispute this. I find the respondent has failed to comply with his obligation to pay the full amount of his rent when it is due.

Termination of the tenancy agreement and eviction

In light of the respondent's recent successful efforts to substantially reduce his arrears, the applicant withdrew their request for termination of the tenancy agreement and eviction.

Order

An order will issue requiring Mr. Justin Green to pay rental arrears in the amount of \$738 and to pay his rent on time in the future.

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; June 10, 2015; April 10, 2015; May 8, 2015; January 9, 2015;

Exhibit 3: Lease agreement made November 16, 2012

Exhibit 4: Resident ledger dated October 6, 2015