

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Marilyn Martin**, 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 -

MARILYN MARTIN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.
2. Pursuant to section 43(3)(b) of the *Residential Tenancies Act*, the respondent must not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex again.

DATED at the City of Yellowknife in the Northwest Territories this 17th day of November 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Marilyn Martin**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

MARILYN MARTIN

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 Marilyn Martin, 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 Marilyn Martin 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 #404, 600 Gitzel Street, in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondent by email deemed received August 28, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had accumulated rental arrears and disturbed other tenants' enjoyment and possession of the rental premises and residential complex. An order was sought 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. Marilyn Martin appeared as respondent.

Preliminary matters

The application to a rental officer identified Northern Property Limited Partnership as the landlord. The written tenancy agreement identified NPR Limited Partnership as the landlord. Ms. Burshan confirmed that although both companies are of the same organization that the application should identify the landlord as NPR Limited Partnership. The application and style of cause going forward will identify the landlord as NPR Limited Partnership.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for the rental premises known as #404, 600 Gitzel Street, in Yellowknife, Northwest Territories. The tenancy commenced May 1, 2013. The current monthly rent was acknowledged at \$1,640. 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 parties agreed and evidence was presented that the accumulated rental arrears had been largely resolved and as such the request for an order for payment of the rental arrears was withdrawn. Instead, the landlord requested an order that future rent be paid on time. The respondent agreed and acknowledged her repeated pattern of failing to pay the full amount of rent when due; she anticipates being able to break that pattern going forward. I am satisfied the respondent has repeatedly failed to pay the full amount of her rent when due.

Disturbances

The applicant provided three incident reports and two security call reports regarding disturbances occurring between April 5th and August 20th of this year for which the respondent was allegedly responsible. The respondent admitted the disturbance of April 5th. She also acknowledged that a fight had occurred in her apartment between her niece (who is living with her) and her niece's boyfriend on June 27th which became violent, and for which the niece called the RCMP for assistance.

The remaining complaints of disturbances occurring the week of June 15th, on June 23rd and 24th, and on August 19th were disputed. The respondent identified the partying that was occurring at all hours over several days the week of June 15th were not coming from her apartment but rather from her neighbour in apartment #402. She further testified that she and her niece were not home June 23rd and 24th as they were in Behchoko at that time. The respondent denied any involvement in the disturbance of August 19th between a person on the street outside the building and a tenant on a balcony; she was a witness to this event and did go out onto her own balcony to investigate, but did not participate, returning quietly back into her apartment. When security attended her apartment to investigate that noise complaint, the respondent confirmed to the security officer that the disturbance occurred, and identified the involved balcony as belonging to apartment #204.

The landlord's evidence regarding the disputed complaints of disturbances are not conclusive, and Ms. Burshan acknowledged the complainants may have associated the disturbances with incorrect apartments. Additionally, there have been no further complaints received since August 20th.

I am satisfied that some disturbances have occurred for which the respondent is responsible, but I am not satisfied that all of them or even the most serious of them are the respondent's responsibility.

Termination of the tenancy agreement and eviction

I am not satisfied under the circumstances that termination of the tenancy agreement and eviction are justified.

Orders

An order will issue requiring Ms. Marilyn Martin to pay her rent on time in the future, and not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex again.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: 10-day termination notice to respondent dated August 21, 2015
- Exhibit 2: Incident reports dated: August 20, 2015; June 27, 2015; April 5, 2015
- Exhibit 3: Email reports of security calls dated: August 20, 2015; June 27, 2015
- Exhibit 4: Emails between Cindy Villeneuve and Tamika Best dated: August 20, 2015; June 24, 2015
- Exhibit 5: Noise complaint notices to respondent dated: June 29, 2015; June 24, 2015; April 7, 2015
- Exhibit 6: Email from george_mikita@hotmail.com to Sloane Morris dated April 6, 2015
- Exhibit 7: 17 notices of rental arrears to respondent dated from November 6, 2013, to July 10, 2015
- Exhibit 8: Residential lease agreement signed April 26, 2013
- Exhibit 9: Resident ledger dated August 21, 2015
- Exhibit 10: Support services agreement dated August 25, 2015
- Exhibit 11: Photocopy of Katarina Arrin Tinquí's birth certificate and health care card
- Exhibit 12: Correspondence from Ecole Sir John Franklin High School confirming Katarina Tinquí as a full-time student
- Exhibit 13: Written submission from the respondent