

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Isaac Roemer**,
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 -

ISAAC ROEMER

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 \$3,543.50 (three thousand five hundred forty-three dollars fifty cents).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate December 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 #207, 600 Gitzel Street, in Yellowknife, Northwest Territories, on January 1, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 11th day of December 2015.

Adelle Guigon
Deputy Rental Officer

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BETWEEN:

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-and-

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 9, 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>	December 9, 2015

REASONS FOR DECISION

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Isaac Roemer and Giselle Beckwith as the respondents/tenants was filed by the Rental Office October 26, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #207, 600 Gitzel Street, in Yellowknife, Northwest Territories. The applicant served the respondents with a copy of the filed application by email deemed received November 5, 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 arrears, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for December 9, 2015, in Yellowknife, Northwest Territories. Ms. Aya Burshan appeared representing the applicant. Mr. Isaac Roemer and Ms. Giselle Beckwith were sent notices of attendance by registered mail deemed served November 25, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Neither Mr. Roemer nor Ms. Beckwith appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

Preliminary matters

The application to a rental officer identified both Isaac Roemer and Giselle Beckwith as tenants. The written tenancy agreement identifies both Mr. Roemer and Ms. Beckwith on the face of the agreement, but only Mr. Roemer has signed the agreement. Sections 9(3), 9(4), and 11(1) of the Act together require a written tenancy agreement be signed by the landlord and the tenant, and as such the signatures of each party to the tenancy agreement must be on the agreement in order to hold each party accountable to the rights and obligations under the agreement and the Act. In this instance, Mr. Roemer being the sole signatory to the tenancy agreement is solely responsible for the terms and conditions of the agreement. The style of cause going forward will identify Mr. Roemer alone as the respondent/tenant.

Tenancy agreement

The written tenancy agreement entered into evidence establishes an agreement between NPR Limited Partnership and Isaac Roemer for the rental premises identified as #207, 600 Gitzel Street, in Yellowknife, Northwest Territories. The tenancy commenced May 1, 2013, and the monthly rent was set at \$1,440 due the first of each month. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of the monthly rents, late payment penalties, and payments received against the respondent's rent account. I am satisfied the late payment penalties have been calculated in accordance with the Regulations. The last two zero balances to the respondent's rent account were recorded August 31 and June 24, 2015. Late payment penalties have been applied throughout the tenancy. I am satisfied the respondent has been repeatedly late paying his rent on time. I find the respondent has accumulated rental arrears in the amount of \$3,543.50.

Termination of the tenancy agreement and eviction

Ms. Burshan testified that the landlord has had no contact from the respondent other than to make a one-time payment of \$1,600 on November 6, 2015. No explanations or efforts to communicate have been forthcoming from the respondent. The respondent has been notified in writing by the landlord multiple times regarding the arrears and repeatedly late payments. Under the circumstances and in light of the substantial amount of rental arrears, I am satisfied that termination of the tenancy agreement and eviction are justified.

Orders

An order will issue requiring Mr. Isaac Roemer to pay rental arrears in the amount of \$3,543.50; terminating his tenancy agreement on December 31, 2015; and evicting him from the rental premises on January 1, 2016.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated October 21, 2015

Exhibit 2: Applicant's notices to respondent dated: October 8, 2015; September 11, 2015; August 10, 2015; July 10, 2015; June 10, 2015; May 8, 2015; April 10, 2015; March 9, 2015; February 9, 2015; January 9, 2015; December 8, 2014; November 12, 2014; October 9, 2014; September 8, 2014; July 7, 2014; March 5, 2014;

Exhibit 3: Residential lease signed March 26, 2013

Exhibit 4: Resident ledger dated December 9, 2015