

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Dustin Michael Boyd**, 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, **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 -

**DUSTIN MICHAEL BOYD**

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 \$5,397.00 (five thousand three hundred ninety-seven dollars).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate on December 15, 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 C306, 900 Lanky Court, in Yellowknife, Northwest Territories, on December 16, 2015.
4. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent must compensate the applicant for use and occupation of the rental premises at a rate of \$55.23 for each day he remains in the rental premises after December 15, 2015.

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

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Dustin Michael Boyd**, 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-

**DUSTIN MICHAEL BOYD**

Respondent/Tenant

**REASONS FOR DECISION**

|                                       |  |
|---------------------------------------|--|
| <b><u>Date of the Hearing:</u></b>    | <b>December 9, 2015</b>                        |
| <b><u>Place of the Hearing:</u></b>   | <b>Yellowknife, Northwest Territories</b>      |
| <b><u>Appearances at Hearing:</u></b> | <b>Aya Burshan, representing the applicant</b> |
| <b><u>Date of Decision:</u></b>       | <b>December 9, 2015</b>                        |

**REASONS FOR DECISION**

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Dustin Michael Boyd as the respondent/tenant was filed by the Rental Office October 26, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as C306, 900 Lanky Court, in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent November 4, 2015.

The applicant alleged the respondent had accumulated rental arrears and was repeatedly late paying the rent. 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 December 9, 2015, in Yellowknife, Northwest Territories. Ms. Aya Burshan appeared representing the applicant. Mr. Dustin Michael Boyd was sent notice of the hearing by registered mail deemed served November 25, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Additionally, the rental officer left a voicemail for Mr. Boyd on December 4, 2015, advising him of the registered mail waiting for him to pick up, and providing the details of the hearing as scheduled. Mr. Boyd did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

*Tenancy agreement*

The written tenancy agreement entered into evidence establishes an agreement between the parties for the rental premises identified as C306, 900 Lanky Court, in Yellowknife, Northwest Territories. The tenancy commenced September 1, 2012. The rent is 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 ledger entered into evidence reflects the landlord's accounting of monthly rent, 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 *Residential Tenancies Regulations* (the Regulations) and that the ledger accurately reflects the current status of the respondent's rent account. I find the respondent has been repeatedly late paying the full amount of his rent when due throughout his tenancy, most significantly over the last six months. Ms. Burshan requested that the rent for December be prorated to December 15<sup>th</sup> and the rental arrears be adjusted accordingly. As such, I find the respondent has accumulated rental arrears up to December 15<sup>th</sup> in the amount of \$5,397.

*Termination of the tenancy agreement and eviction*

The respondent has failed to respond to the landlord's efforts to communicate with the respondent and effect a resolution of the rental arrears. There has been no indication of the respondent's circumstances which have lead to his failure to pay his rent at all in recent months, and the landlord's impressions are that the respondent is evading them. In light of the failure to effectively communicate, the repeated failure to pay the rent, and the significant amount of rental arrears, I am satisfied that termination of the tenancy and eviction are justified, as is an order for compensation for use and occupation of the rental premises after the date of termination.

*Orders*

An order will issue requiring Mr. Dustin Michael Boyd to pay rental arrears in the amount of \$5,397; terminating his tenancy agreement on December 15, 2015; evicting him from the rental premises on December 16, 2015; and requiring him to compensate the applicant for use and occupation of the rental premises at a rate of \$55.23 for each day he remains in the rental premises after December 15, 2015.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated October 20, 2015

Exhibit 2: Applicant's notices to respondent dated: June 3, 2014; October 8, 2015; September 11, 2015; August 10, 2015; July 10, 2015; May 8, 2015; April 10, 2015; March 9, 2015; February 9, 2015; January 9, 2015; October 9, 2014

Exhibit 3: Lease agreement made August 22, 2012

Exhibit 4: Resident ledger dated December 9, 2015