

IN THE MATTER between **Northview Apartment REIT**, Applicant, and **David Akkak and Theresinnaq Porter**, Respondents;

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**, Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**NORTHVIEW APARTMENT REIT**

Applicant/Landlord

- and -

**DAVID AKKAK and THERESINNAQ PORTER**

Respondents/Tenants

**ORDER and EVICTION ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents must pay their rent on time in the future.
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate May 31, 2016, and the respondents must vacate the rental premises on or before that date, unless the rent for May 2016 is paid in full and on time.

3. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties is terminated in accordance with paragraph 2 of this order, the respondents will be evicted from the rental premises known as #309, 5465 - 52 Street, in Yellowknife, Northwest Territories, on June 1, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 11th day of April 2016.

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Adelle Guigon  
Rental Officer

IN THE MATTER between **Northview Apartment REIT**, Applicant, and **David Akkak and Theresinnaq Porter**, Respondents.

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:

**NORTHVIEW APARTMENT REIT**

Applicant/Landlord

-and-

**DAVID AKKAK and THERESINNAQ PORTER**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 31, 2016

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** Metslal Mesgun, representing the applicant

**Date of Decision:** March 31, 2016

**REASONS FOR DECISION**

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against David Akkak and Theresinnaq Porter as the respondents/tenants was filed by the Rental Office November 10, 2015. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondents by email deemed received November 15, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

This application was initially heard on December 9, 2015. The applicant and respondents were present at the hearing. An order was issued for payment of rental arrears and that future rent be paid on time. The applicant had also requested termination of the tenancy agreement and eviction, however, it was agreed to give the respondents an opportunity to prove they could comply with their obligations respecting paying the rent on time. The hearing was adjourned to March 31, 2016.

Since the December hearing, the landlord underwent a name change from NPR Limited Partnership to Northview Apartment REIT. As such, the style of cause going forward will identify the applicant/landlord as Northview Apartment REIT.

The hearing continued on March 31, 2016, in Yellowknife, Northwest Territories. Metslal Mesgun appeared representing the applicant. Mr. David Akkak and Ms. Theresinnaq Porter were reminded of the scheduled hearing by email deemed received March 20, 2016, pursuant to section 4(4) of the Regulations. Neither Mr. Akkak nor Ms. Porter appeared, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

*Rental arrears*

The applicant's representative provided a resident ledger into evidence reflecting the landlord's accounting of monthly rent and payments received against the respondents' rent account. Since the December hearing, the respondents have resolved their rental arrears and have paid their rent to date. They currently have a zero balance to their rent account. It appears the respondents have been making biweekly payments. The applicant's representative testified – and the tenancy agreement stipulates – that the monthly rent is due on or before the first day of each month. To the applicant's representative's knowledge, no agreement has been entered into between the parties to accept a biweekly payment plan. Efforts have been made by the applicant's representative to communicate with the respondents and arrange a meeting to establish a payment plan, without success. As such and in effect, the respondents have continued to be repeatedly late paying the full amount of rent when due.

*Termination of the tenancy agreement and eviction*

At the December hearing the respondents indicated they were new to private market housing rentals and the strict adherence to the conditions of tenancy agreements that comes with such housing. They indicated at that time that they were seeking help to learn how to manage their finances and meet their obligations. They understood at that time the necessity not only to meet those obligations, but to also maintain open lines of communication with their landlord and discuss with them any payment options that could be negotiated. While I applaud their consistent efforts to pay the full amount of rent within the month that it is due, I cannot ignore the fact that they have repeatedly failed to comply with their obligation to pay the rent when it is due or to make formal arrangements with the landlord for an alternate payment schedule. As such, I am satisfied termination of the tenancy agreement and eviction are justified. However, under the circumstances as I understand them with these tenants, I am further satisfied that said termination and eviction should be conditional upon giving them one more opportunity to comply with their obligation to pay their rent on time.

*Order*

An order will issue requiring the respondents to pay their future rent on time; terminating their tenancy agreement May 31, 2016, unless the rent for May is paid on time; and evicting the respondents from the rental premises on June 1, 2016, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer