

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Kamal Adam**,
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**, Rental Officer, regarding a
rental premises located within the **town of Inuvik in the Northwest Territories**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

KAMAL ADAM

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 rental arrears in the amount of \$3,936.00 (three thousand nine hundred thirty-six dollars).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must pay to the applicant the costs of replacing keys in the total amount of \$78.75 (seventy-eight dollars seventy-five cents).
3. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate June 30, 2016, and the respondent must vacate the rental premises on or before that date.

4. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent will be evicted from the rental premises known as #26, 20 Tununuk Place, in Inuvik, Northwest Territories, on July 1, 2016.
5. 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 \$32.87 (thirty-two dollars eighty-seven cents) for each day the respondent remains in the rental premises after June 30, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 16th day of June 2016.

Adelle Guigon
Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Kamal Adam**,
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-

KAMAL ADAM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 14, 2016

Place of the Hearing: Inuvik, Northwest Territories, by teleconference

Appearances at Hearing: Bright Lubansa, representing the applicant

Date of Decision: June 14, 2016

REASONS FOR DECISION

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Kamal Adam as the respondent/tenant was filed by the Rental Office March 22, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant served a copy of the filed application on the respondent by email deemed received April 7, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 14, 2016, in Inuvik, Northwest Territories. The rental officer appeared by telephone. Mr. Bright Lubansa appeared representing the applicant. Mr. Kamal Adam was served with notice of the hearing by email deemed received May 27, 2016, pursuant to section 4(4) of the Regulations. Mr. Adam 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 *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and presented evidence establishing a tenancy agreement between the parties for a fixed-term tenancy commencing January 1, 2016. The respondent took occupancy of the rental premises December 7, 2015, and was accordingly charged a prorated rent for December. 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 by the applicant represents the landlord's accounting of monthly rents, late payment penalties, and payments made against the respondent's rent account. I am satisfied the ledger accurately represents the current status of the respondent's rent account.

The ledger supports the applicant's allegation that the respondent has been repeatedly late paying rent. No payments were received in the months of January, March, April, or June. The last zero balance was recorded on December 9, 2015. The last payment was recorded May 17, 2016, in the amount of \$200. The respondent became employed by a sister company to the applicant resulting in staff discounts of \$250 being applied against the respondent's rent account in the months of April, May, and June. Late payment penalties were applied in accordance with the Act and Regulations. I am satisfied the respondent has been repeatedly and unreasonably late paying his rent and I find the respondent has accumulated rental arrears in the amount of \$3,936.

Key replacement

The applicant's representative testified that the respondent had reported losing his keys in May necessitating the cutting of new keys. The respondent was charged \$78.75 for the keys replacement, which has not been paid. I am satisfied the keys replacement charge is reasonable and I find the respondent liable for the associated costs in the amount of \$78.75.

Termination of the tenancy agreement and eviction

The applicant's representative testified that multiple conversations were entered into with the respondent from which the respondent verbally agreed to make payments against his account. The respondent did not comply with these agreements, as evidenced by the substantial amount of rental arrears accumulated. In considering the substantial amount of rental arrears and the repeated failure to pay rent on time, I am satisfied the termination of the tenancy agreement and eviction are justified.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$3,936, requiring the respondent to pay costs for keys replacement in the amount of \$78.75, terminating the tenancy agreement June 30, 2016, evicting the respondent from the rental premises July 1, 2016, and requiring the respondent to compensate the applicant for use and occupation of the rental premises at a rate of \$32.87 for each day he remains in the rental premises after June 30, 2016.

Adelle Guigon
Rental Officer