

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **LIZA ROSA BEAUPRE**, 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, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**LIZA ROSA BEAUPRE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand one hundred fifty seven dollars and ninety cents (\$3157.90).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 303, 5001 52nd Avenue, Yellowknife, NT shall be terminated on December 31, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears and outstanding security deposit in the total amount of three thousand seven hundred seventy dollars and forty cents (\$3770.40) are paid in full or unless the respondent provides proof to the applicant

that she is eligible for the *Residential School Common Experience Compensation*, has applied for the compensation and has not yet received the compensation payment.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of November, 2007.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **LIZA ROSA BEAUPRE**, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**LIZA ROSA BEAUPRE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 8, 2007

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Julia O'Brien, representing the applicant  
Liza Rosa Beaupre, respondent  
Mira Hall, representing the respondent

**Date of Decision:** November 8, 2007

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a statement of account in evidence that indicated a balance of rent owing in the amount of \$3157.90 and an outstanding portion of the required security deposit in the amount of \$612.50. The written tenancy agreement between the parties commenced on December 1, 2006 and obligates the tenant to pay a security deposit of \$1225.

The respondent did not dispute the allegations. The respondent's representative stated that the respondent was receiving a disability entitlement which paid for her rent, in full, each month through a cheque delivered directly to the landlord. The respondent's representative stated that she understood that the full rent would continue to be paid directly to the landlord in the future. The respondent stated that she had no other means to pay the arrears but was expecting a compensation payment through the Residential School Settlement. She indicated that she was eligible to receive compensation, had applied for it, and expected payment in December, 2007.

The applicant agreed to continue the tenancy agreement provided the rent arrears and the outstanding security deposit were paid on or before December 31, 2007. In my opinion, this is entirely reasonable. The statement indicates that since September, 2007 the applicant has been

receiving the full amount of rent and the evidence suggests this will continue. As long as the respondent receives a Residential School Settlement adequate to retire the rent arrears and pays the landlord the rent arrears, I see no reason why the tenancy agreement should not continue. My only hesitation to name December 31, 2007 as an unconditional deadline for payment lies with the possibility that the compensation cheques may not be issued prior to December 31, 2007. For that reason, the termination order shall be made ineffective if the respondent has not received the compensation by December 31, 2007, having applied and been deemed eligible for it.

I find the respondent in breach of her obligation to pay rent and her obligation to pay the full amount of the required security deposit. I find the rent arrears to be \$3157.90 and the outstanding security deposit to be \$612.50.

An order shall issue requiring the respondent to pay the applicant rent arrears and terminating the tenancy agreement on December 31, 2007 unless the rent arrears and outstanding security deposit in the total amount of three thousand seven hundred seventy dollars and forty cents (\$3770.40) are paid in full or unless the respondent provides proof to the applicant that she is eligible for the *Residential School Common Experience Compensation*, has applied for the compensation and has not yet received the compensation payment.

The decision was made known to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer