

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **FRANK MACDONALD AND CHRIS GARGAN**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

FRANK MACDONALD AND CHRIS GARGAN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of six hundred fifty nine dollars and eighty eight cents (\$659.88).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of October, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **FRANK MACDONALD AND CHRIS GARGAN**, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

FRANK MACDONALD AND CHRIS GARGAN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 27, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Frank MacDonald, respondent

Date of Decision: September 27, 2011

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents unless the rent arrears were paid in full.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$659.88. The applicant stated that the required security deposit had been paid in full.

The respondent did not dispute the allegations.

I find the respondents in breach of their obligation to pay rent and find rent arrears of \$659.88

In my opinion, given the fully paid security deposit, the termination of the tenancy agreement is not a reasonable remedy. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$659.88.

Hal Logsdon
Rental Officer