

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**BARBARA BRULE**, 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, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**BARBARA BRULE**

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 one thousand two hundred eighty one dollars and fifty seven cents (\$1281.57).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of May,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**BARBARA BRULE**, 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:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**BARBARA BRULE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 3, 2012

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

**Appearances at Hearing:** Maigan Lefrancois, representing the applicant

**Date of Decision:** May 3, 2012

**REASONS FOR DECISION**

The respondent was personally served with a Notice of Attendance but did not appear at the hearing. The hearing was held in her absence.

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

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1281.57. The monthly rent for the premises is \$1300. The applicant holds a security deposit of \$1095.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1281.57. I note that the respondent has been receiving full assistance through the *Income Security Program* and that the applicant holds a substantial security deposit. In my opinion termination and eviction orders are not reasonable given the circumstances.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1281.57.

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Hal Logsdon  
Rental Officer