

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LINA GON**, 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 -

LINA GON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand six hundred sixty nine dollars and fifty seven cents (\$2669.57) in accordance with the following schedule:
 - a) A payment of no less than eight hundred eighty nine dollars and eighty six cents (\$889.86) to be paid on or before October 31, 2012 and,
 - b) A payment of no less than eight hundred eighty nine dollars and eighty six cents (\$889.86) to be paid on or before November 30, 2012 and,
 - c) A payment of no less than eight hundred eighty nine dollars and eighty five cents (\$889.85) to be paid on or before December 31, 2012.

2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the monthly rent on time in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of September, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LINA GON**, 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-

LINA GON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 26, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lillian Sliwka, representing the applicant
Lina Gon, respondent
Sue Qitsualak, representing the respondent

Date of Decision: September 26, 2012

REASONS FOR DECISION

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

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2669.57. The monthly rent for the premises is \$1550. The applicant holds a security deposit of \$1550.

The respondent's representative sought a one week adjournment. She stated that the Healing Circle had been working with the respondent to address her arrears and their representative was unable to attend the hearing. The respondent receives regular assistance through *the Income Security Program* but the program does not provide the full amount of the monthly rent, presumably due to the income of the respondent. The statement indicates that the respondent simply does not pay her portion of the rent, allowing the arrears to accumulate.

A previous order (file #10-12775, filed on May 8, 2012) terminated the tenancy agreement on May 31, 2012 unless at least \$3000 of the \$4387.28 of rent arrears was paid. Although that order was not satisfied the respondent was able to pay \$2968.83 accessed from an emergency homelessness fund and the applicant reinstated the tenancy agreement. Since that time she has

not paid any rent herself, relying only on income assistance. In my opinion, an adjournment will only serve to delay the resolution of this matter which must involve the payment of rent by the respondent. The request for an adjournment was denied.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2669.57. In my opinion it is reasonable to require payment of the arrears over a three month period provided the monthly rent is also paid on time.

An order shall issue requiring the respondent to pay the monthly rent on time and to pay the rent arrears of \$2669.57 in three equal payments, due on the last day of each month. The first payment shall be due on October 31, 2012.

Should the respondent fail to pay the monthly rent on time or fail to pay the arrears as ordered, the applicant may file another application seeking the full payment of any remaining balance, termination of the tenancy agreement and eviction.

Hal Logsdon
Rental Officer