

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **KEITH CLARKE**, 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 **INUVIK, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

KEITH CLARKE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand one hundred dollars (\$1100.00) in monthly installments of three hundred dollars (\$300) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on September 30, 2013.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of September, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **KEITH CLARKE**, 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-

KEITH CLARKE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 28, 2013

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Bright Lubansa, representing the applicant
Keith Clarke, respondent

Date of Decision: August 28, 2013

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.

The applicant provided a statement of the rent account which indicated a balance of rent owing of \$1150.

The respondent did not dispute the allegations. He stated that he was now receiving full assistance from the *Income Security Program* and could pay the monthly rent plus an additional \$300/month toward the arrears until they were paid.

The monthly rent for the premises is \$850 and the tenancy agreement requires a security deposit of \$850. The respondent has paid the \$850 security deposit but the statement indicates that \$900 has been charged. The applicant acknowledged that the charge was in error and amended the request for relief to \$1100.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1100. In my opinion, the payment arrangement proposed by the respondent is reasonable and he should be permitted to continue the tenancy provided that the arrangement is not breached.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1100 in monthly payments of \$300 due on the last day of every month until the rent arrears are paid in full. The first payment shall be due on September 30, 2013. The order shall also require the respondent to pay the monthly rent on time.

Should the respondent fail to pay the monthly rent on time or fail to pay the rent arrears in accordance with this order, the applicant may file another application seeking the full payment of any remaining balance and termination of the tenancy agreement.

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

Hal Logsdon
Rental Officer