

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JULIE ANNE CARTER**, 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 -

JULIE ANNE CARTER

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 five thousand six hundred two dollars and seventy four cents (\$5602.74).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 5433 - 52nd Street, Yellowknife, NT shall be terminated on February 28, 2014 and the respondent shall vacate the premises on that date unless the rent arrears in the amount of five thousand six hundred two dollars and seventy four cents (\$5602.74) are paid in full.

3. 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 21st day of February, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JULIE ANNE CARTER**, 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-

JULIE ANNE CARTER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 19, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Wendy Hackett, representing the applicant
Julie Anne Carter, respondent

Date of Decision: February 19, 2014

REASONS FOR DECISION

The respondent's name was spelled incorrectly on the application. The style of cause of the order reflects the accurate spelling of her name.

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 arrears in the amount of \$5651.36. The monthly rent for the premises is \$1835 and the applicant holds a security deposit of \$1835. The applicant stated that they had received confirmation from *Yellowknife Health and Social Service Authority*, that a payment of \$5000 on behalf of the respondent would be forthcoming but that the payment had not yet been received. A cheque requisition for \$5000 was provided in evidence.

The respondent disputed charges of \$48.62 on the statement for repairs to the dishwasher. The respondent stated that the dishwasher had been leaking. She stated that the dishwasher was used in a normal manner and had not been subjected to any abuse causing it to leak. The applicant had no evidence regarding the nature of the repairs. I find no evidence that the repairs were made necessary due to the negligence of the respondent. This appears to be normal wear and tear. The relief for the repair costs is denied.

The respondent did not dispute the rent arrears and stated that with the help of the forthcoming \$5000 assistance, she could pay the remainder by February 28, 2014.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$5602.74 calculated as follows:

Balance as per statement	\$5651.36
Less dishwasher repairs	<u>48.62</u>
Total	\$5602.74

In my opinion there are sufficient grounds to issue an order terminating the tenancy agreement on February 28, 2014 unless the rent arrears are paid. However, the applicant's request for an eviction order is declined at this time.

An order shall be issued requiring the respondent to pay the applicant rent arrears of \$5602.74 and terminating the tenancy agreement on February 28, 2014 unless those arrears are paid in full.

The respondent is also ordered to pay the monthly rent on time in the future.

Hal Logsdon
Rental Officer