

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**BRIANNA MCLEOD**, 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 -

**BRIANNA MCLEOD**

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 of four thousand one hundred forty two dollars and fifty five cents (\$4142.55) in accordance with the following schedule:
  - a) A payment of two hundred fifty dollars (\$250.00) on October 15, 2014 and,
  - b) a payment of one thousand six hundred dollars (\$1600.00) on October 31, 2014 and,
  - c) a payment of one thousand five hundred seventy to dollars (\$1572.00) on November 14, 2014 and,
  - d) a payment of seven hundred twenty dollars and fifty five cents (\$720.55) on November 28, 2014.

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 5th day of November, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**BRIANNA MCLEOD**, 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-

**BRIANNA MCLEOD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 8, 2014**

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

**Appearances at Hearing:**                      **Aya Burshan, representing the applicant**  
   **Ernest Gardiner, representing the respondent**

**Date of Decision:**                              **October 8, 2014**

### **REASONS FOR DECISION**

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 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 \$4142.55. The respondent's representative, who is also a joint tenant but not named as a party to the application, did not dispute the allegations. He stated that he had recently started a new job that would permit the respondent to pay the rent arrears and the November, 2014 rent by December, 2014. He set out the following proposed payment schedule:

October 15	\$250
October 31	\$1600
November 1	\$1495
November 14	\$1572
November 28	\$1573

The applicant accepted the plan and withdrew the request for an order terminating the tenancy agreement in favour of an order to pay the rent arrears in accordance with the payment schedule and to pay the monthly rent on time.

Since the proposed payment plan would result in a credit balance at November 28, I will reduce the November 28 payment to \$720.55 which will result in a zero balance including the November rent. I shall assume that the \$1495 paid on November 1 will be applied to the November rent.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$4142.55. An order shall issue requiring the respondent to pay the monthly rent on time and to pay the rent arrears in accordance with the following schedule:

October 15	\$250
October 31	\$1600
November 14	\$1572
November 28	\$720.55

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

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Hal Logsdon  
Rental Officer