

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **EDITH MACK**, 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 -

EDITH MACK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for use and occupation of the rental premises in the amount of six hundred sixty three dollars and fifty three cents (\$663.53).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of April, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **EDITH MACK**, 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-

EDITH MACK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 13, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Les Buss, representing the respondent

Date of Decision: April 13, 2011

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, terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of account in evidence which indicated a balance owing in the amount of \$663.53. The monthly rent for the premises is \$1250.

The respondent's representative did not dispute the balance owing but stated that he thought it represented unpaid security deposit. The applicant stated that payments had been applied to the security deposit when the deposit came due and the security deposit was now paid in full. She stated that the remaining balance was rent. The respondent's representative stated that the full amount would be paid by April 30, 2011.

A previous order (file #10-11907, filed on March 1, 2011) ordered the respondent to pay rent arrears of \$616.53 and terminated the tenancy agreement on March 15, 2011 unless the arrears and the March 2011 rent was paid in full. The statement indicates that the amount was not paid until March 31, 2011. The applicant testified that no new tenancy agreement had been executed since March 15, 2011 nor was the tenancy agreement reinstated. Therefore, the tenancy agreement was terminated on March 15, 2011 and the respondent is overholding.

Section 67(1) of the *Residential Tenancies Act* entitles a landlord to compensation for use and occupation of the rental premises when a tenant continues to occupy the premises after the tenancy agreement has been terminated.

67. (1) A landlord is entitled to compensation for a former tenant's use and occupation of the rental premises after the tenancy has been terminated.

The applicant's request for rent arrears should, in fact, be a request for compensation for use and occupation of the rental premises as the balance owing accrued in April, 2011 after the tenancy agreement had been terminated by order.

The applicant stated that they would not enforce any eviction order issued if the balance of \$663.53 was paid by April 30, 2011 and would enter into a new tenancy agreement. In my opinion that decision should be at the landlord's discretion. The landlord is entitled to an eviction order and it would not be reasonable for a rental officer to place conditions on that order.

I find the statement in order and find the applicant entitled to compensation for use and occupation in the amount of \$663.53. This amount represents compensation to April 30, 2011. An eviction order to be effective on May 1, 2011 shall issue separately.

Hal Logsdon
Rental Officer