

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **TINA BLACK**, 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 -

TINA BLACK

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 three thousand four hundred forty five dollars and eighty nine cents (\$3445.89).
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 A201, 900 Lanky Court, Yellowknife, NT shall be terminated on September 29, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of September, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **TINA BLACK**, 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-

TINA BLACK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 7, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: September 8, 2011

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

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 arrears were promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent and penalties for late rent owing in the amount of \$3474.89. The monthly rent for the premises is \$1725.

The penalties assessed for the months of March, April, May and August, 2011 are in excess of the amounts permitted under the regulation.

- 3. For the purposes of subsection 41(2) of the Act, a late payment penalty respecting the rent due under a tenancy agreement must not exceed \$5 plus \$1 for each day after the due date that the rent is late, to a maximum of \$65.**

The total amount in excess of the regulation is \$29.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$3445.89

calculated as follows:

Balance as per statement	\$3474.89
Less overcharges for penalties	<u>(29.00)</u>
Total	\$3445.89

In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the tenant unless the rent arrears are paid in full. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3445.89 and terminating the tenancy agreement on September 29, 2011 unless those arrears are paid in full. An eviction order shall be issued separately and become effective on September 30, 2011 unless the rent arrears are paid on or before September 29, 2011.

Hal Logsdon
Rental Officer