

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**JESSICA PETERS**, 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 -

**JESSICA PETERS**

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 two thousand eight hundred eight dollars (\$2808.00).
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 Apartment 6, 4508 - 49th Avenue, Yellowknife, NT shall be terminated on September 30, 2011 and the respondent shall vacate the premises on that date, unless payments of no less than two thousand six hundred dollars (\$2600.00) are paid to the applicant.

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3. 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 Apartment 6, 4508 - 49th Avenue, Yellowknife, NT shall be terminated on October 24, 2011 and the respondent shall vacate the premises on that date unless the remainder of the rent arrears and the rent for October, 2011 in the total amount of one thousand five hundred ninety three dollars (\$1593.00) are paid to the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of September, 2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**JESSICA PETERS**, 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-

**JESSICA PETERS**

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  
Jessica Peters, respondent

**Date of Decision:** September 7, 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 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 \$2810. The monthly rent for the premises is \$1385.

The penalty assessed for the month of May, 2011 exceeds the amount permitted under the regulation by \$2

- 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 respondent did not dispute the allegations and stated that she could pay \$2600 on or before September 30, 2011 and pay the remaining rent arrears and the October, 2011 rent on or before October 24, 2011. The applicant was in agreement with that plan of repayment.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$2808 calculated as follows:

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Balance as per statement	\$2810
Less overcharges for penalties	<u>(\$2)</u>
Total	\$2808

In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the tenant unless the rent arrears are paid in accordance with the agreed upon payment plan.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2808. If at least \$2600 is not paid on or before September 30, 2011 the tenancy agreement shall be terminated on that date. If the remaining rent arrears (\$208) and the October, 2011 rent (\$1385) are not paid on or before October 24, 2011 the tenancy agreement shall be terminated on that date.

An eviction order shall be issued separately and will become effective on October 1, 2011 and October 25, 2011 if the rent arrears and October, 2011 rent are not paid in accordance with this order.

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Hal Logsdon  
Rental Officer