

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LORNA CATHOLIQUE**, 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 -

LORNA CATHOLIQUE

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 hundred thirteen dollars and eighty four cents (\$213.84).
2. 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 12th day of September, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LORNA CATHOLIQUE**, 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-

LORNA CATHOLIQUE

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
Lorna Catholique, respondent

Date of Decision: September 12, 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 \$2882. The monthly rent for the premises is \$1410.

The respondent disputed the allegations, stating that she had paid \$2652.16 earlier in the day which did not appear on the statement. The hearing was briefly adjourned to permit the applicant to verify the payment. The applicant confirmed that the payment had been received, bringing the balance owing to \$229.84.

The penalty assessed for the month of August, 2011 is \$16 higher than the amount 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.**

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$213.84 calculated as follows:

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Balance as per statement	\$2882.00
Less pmt	(2652.16)
Less overcharges for penalties	<u>(16.00)</u>
Total	\$213.84

The applicant holds a security deposit of \$1375. In my opinion, the remaining arrears do not warrant termination. An order shall issue requiring the respondent to pay the applicant rent arrears of \$213.84 and to pay future rent on time.

Hal Logsdon
Rental Officer