

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**MARLENE LYNN THRASHER**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") as amended;

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 -

**MARLENE LYNN THRASHER**

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 four hundred eighty nine dollars and twenty five cents (\$489.25).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of October, 2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**MARLENE LYNN THRASHER**, 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-

**MARLENE LYNN THRASHER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 27, 2011

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

**Appearances at Hearing:** Maigan Lefrancois, representing the applicant  
Marlene Lynn Thrasher, respondent

**Date of Decision:** September 27, 2011

**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 and evicting the respondent.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent in the amount of \$489.25. The applicant stated that the required security deposit had been paid in full.

The respondent did not dispute the allegations and stated that the *Income Security Program* was paying her full monthly rent.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$489.25. In my opinion, given the fully paid security deposit and the support provided by *Income Security*, the termination of the tenancy agreement is not a reasonable remedy. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$489.25.

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Hal Logsdon  
Rental Officer