

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
BARBARA BRULE, 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 -

BARBARA BRULE

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 hundred eighty six dollars and sixty eight cents (\$386.68).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
BARBARA BRULE, 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-

BARBARA BRULE

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
Barbara Brule, 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 owing in the amount of \$1668.41. The applicant stated that the required security deposit had been paid in full.

The respondent disputed the amount of rent owing and provided a statement from the *Income Assistance Program* which indicated that a payment of \$1281.73 had been remitted to the applicant for the partial payment of the September, 2011 rent. The credit does not appear on the applicant's statement of the rent account.

I am satisfied that the payment has been remitted or has been mailed to the applicant bringing the balance owing to \$386.68. In my opinion, given the fully paid security deposit, 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 \$386.68.

Hal Logsdon
Rental Officer