

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MAXINE LACORNE, 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 -

MAXINE LACORNE

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 eight hundred eighty nine dollars and seventy cents (\$889.70).

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
MAXINE LACORNE, 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-

MAXINE LACORNE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 29, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Maxine Lacorne, respondent

Date of Decision: October 24, 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 and penalties for late rent owing in the amount of \$919.70. The applicant stated that the required security deposit had been paid in full.

The respondent did not dispute the allegations and stated that she could pay the arrears the next day.

I find the landlord's application of late rent penalties to be in excess of the amount permitted in the months of February (\$5.00), April (\$2.00) and August (\$23.00). Therefore the relief requested shall be reduced by \$30.00.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$889.70. 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 \$889.70.

Hal Logsdon
Rental Officer