

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MAVIS MOOSENOSE**, 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 -

MAVIS MOOSENOSE

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 one thousand sixty five dollars (\$1065.00).
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 16th day of November, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MAVIS MOOSENOSE**, 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-

MAVIS MOOSENOSE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 4, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Mavis Moosenose, respondent

Date of Decision: November 16, 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 between the parties unless the rent arrears were paid.

The applicant provided a statement of the rent which indicated a balance of rent and penalties for late rent owing in the amount of \$1068. The monthly rent for the premises is \$1100. The applicant stated that the full amount of the required security deposit had been paid.

The respondent did not dispute the allegations.

I find the statement in order except for the application of rent penalties in April, 2011. Those penalties are \$3 in excess of the amounts permitted by the Act. Therefore I find rent arrears of \$1065.

The statement indicates that the rent has repeatedly been paid late but has been paid during the month it is due. Given the security deposit held by the applicant and the fact that the current month's rent is only four days late, I do not believe that an order terminating the tenancy agreement unless the rent is paid is the most reasonable remedy. In my opinion, an order requiring the respondent to pay future rent on time is more suitable to the breach. Should the respondent continue to pay the rent late, termination may be appropriate in the future.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1065 and to pay future rent on time.

Hal Logsdon
Rental Officer