

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

LYNN JULIAN

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 six hundred two dollars (\$1602.00).
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 **LYNN JULIAN**, 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-

LYNN JULIAN

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
Lynn Julian, respondent

Date of Decision: November 4, 2011

REASONS FOR DECISION

The respondent's name is mis-spelled on the application. The order shall reflect the proper spelling of her name.

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 \$1602. The monthly rent for the premises is \$1575. The applicant stated that the full amount of the required security deposit had been paid.

The respondent did not dispute the allegations and stated that she had provided a cheque dated November 10, 2011 to the applicant for \$1575. The applicant acknowledged receipt of the cheque.

I find the statement in order and find rent arrears of \$1602.

In my opinion, given the security deposit held and the cheque that has been provided, the termination of the tenancy agreement is not required. However, an order requiring that future rent be paid on time is reasonable and shall issue along with an order to pay the rent arrears of \$1602.

Hal Logsdon
Rental Officer