

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
NAPATCHIE QUARAQ, 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 -

NAPATCHIE QUARAQ

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 five hundred thirty one dollars and fifty two cents (\$531.52).
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 25th day of
November, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
NAPATCHIE QUARAQ, 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-

NAPATCHIE QUARAQ

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 23, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Napatchie Quaraq, respondent
Mira Hall, representing the respondent

Date of Decision: November 25, 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 unless the arrears were paid.

The applicant provided a statement of account in evidence which indicated a balance of rent and penalties for late rent in the amount of \$591.52. The monthly rent for the premises is \$1300. The applicant stated that a security deposit of \$1300 had been paid in full.

The respondent did not dispute the allegations and stated that she could promptly pay the rent arrears.

The applicant agreed to waive penalties for late rent from October, 2011 to present, an amount I find to be \$58. I also find that the penalty of \$16 charged in March, 2011 exceeds the limit on rent penalties by \$2.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$531.52 calculated as follows:

Balance as per statement	\$591.52
Penalties waived	(58.00)
Excess penalty (March/11)	<u>(2.00)</u>
Total	\$531.52

Given the quantum of arrears and the substantial security deposit held by the applicant, the applicant's request for conditional termination and eviction orders is denied.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$531.52 and to pay future rent on time.

Hal Logsdon
Rental Officer