

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DONNEL BROWNING AND CHRISTINE ALAINGAYOK, Respondents;

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 -

DONNEL BROWNING AND CHRISTINE ALAINGAYOK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Donnel Browning shall pay the applicant rent arrears in the amount of nine hundred forty one dollars (\$941.00).
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of seven hundred ninety eight dollars (\$798.00).
3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of
December, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DONNEL BROWNING AND CHRISTINE ALAINGAYOK, Respondents.

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-

DONNEL BROWNING AND CHRISTINE ALAINGAYOK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 14, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Donnel Browning, respondent
Christine Alaingayok, respondent

Date of Decision: December 14, 2011

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents unless the rent arrears were paid.

The applicant provided a statement of the rent account which indicated a balance of rent in the amount of \$1739. The monthly rent for the premises is \$1500. The applicant stated that the full security deposit had been paid.

The applicant and Mr. Browning entered into a one year term tenancy agreement commencing on January 1, 2011. The applicant stated that they “added Ms Alaingayok to the tenancy agreement” on October 31, 2011 by executing another tenancy agreement with the respondents as joint tenants for the same term. Clearly, Ms Alaingayok was not a tenant prior to October 31, 2011 and can not be held responsible for rent arrears which accrued during the sole tenancy with Mr. Browning.

A previous order (file #10-12355, filed on October 25, 2011) requiring Mr. Browning to pay rent arrears has been satisfied. The rent arrears that have accrued from the satisfaction of that order to October 31, 2011 is \$941 and the rent arrears that have accrued since that date is \$798.

The respondents did not dispute the allegations.

I find the respondents in breach of their obligation to pay rent. I find rent arrears that are the sole responsibility of Mr. Browning to be \$941 and the rent arrears that are the joint responsibility of the respondents to be \$798. Given the quantum of the current arrears and the significant security deposit held by the applicant, I do not believe a termination order or eviction order is warranted.

An order shall issue requiring Mr. Browning to pay the applicant rent arrears of \$941 and the respondents to pay the applicant rent arrears of \$798. The respondents shall also be ordered to pay future rent on time.

Hal Logsdon
Rental Officer