

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MISTIE LEE CLARK**, 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 -

MISTIE LEE CLARK

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 five hundred dollars (\$1500.00).
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 20th day of January, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MISTIE LEE CLARK**, 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-

MISTIE LEE CLARK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 11, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Crystal Mickle, representing the applicant
Mistie Lee Clark, respondent

Date of Decision: January 11, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant 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 which indicated a balance of rent owing in the amount of \$1500. The monthly rent for the premises is \$1200. The applicant stated that the required security deposit of \$1200 had been paid in full.

The respondent did not dispute the allegations but stated that the *Income Security Program* was providing assistance of \$900/month for her rent. The applicant stated that the payment for January, 2012 had not yet been received but acknowledged that the support had been paid in previous months. The statement indicates that the payment from the *Income Security Program* has often been received after the due date of the rent.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1500. Given that the outstanding payment from the *Income Security Program* will reduce the arrears to \$600 and that the applicant holds a significant security deposit, I do not find that a termination order is necessary.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1500 and to pay future rent on time.

Hal Logsdon
Rental Officer