

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MARGUERITE LAFFERTY, 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 -

MARGUERITE LAFFERTY

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 dollars (\$500.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 209, 5465 52nd Street, Yellowknife, NT shall be terminated on February 21, 2012 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of February,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MARGUERITE LAFFERTY, 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-

MARGUERITE LAFFERTY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 3, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: February 3, 2012

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. As there was no confirmation of receipt, the respondent was contacted by phone on February 1, 2012 and advised of the notice as well as the date, time and location of the hearing. The respondent failed to appear at the hearing and the hearing was held in her absence. In my opinion, the respondent had ample opportunity to appear at the hearing and it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*.

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 unless the arrears were paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$500. The monthly rent for the premises is \$1500. The applicant stated that the required security deposit had been paid in full. The applicant stated that the respondent's rent is normally paid through the *Income Security Program*.

It is apparent from the rent statement that the arrears have accumulated as a result of a \$100 rent increase which became effective in October 2011. It appears that *Income Security Program* has not paid the increased amount since it became effective, resulting in the cumulative arrears of \$500. Regardless of the cause of the underpayment, it is the tenant who is responsible for the

rent. It is her responsibility to report the rent increase to the *Income Security Program*, not the landlord's.

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 \$500. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. In my opinion, the issuance of an eviction order is unnecessary at this time.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$500 and terminating the tenancy agreement on February 21, 2012 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer