

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DARCY LERMO**, 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 -

DARCY LERMO

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three hundred forty one dollars and fifteen cents (\$341.15). The respondent shall pay the rent arrears in three payments:
 - a) One payment of one hundred thirteen dollars (\$113.00) due on March 5, 2012 and,
 - b) one payment of one hundred thirteen dollars (\$113.00) due on April 5, 2012 and,
 - c) one payment of one hundred fifteen dollars and fifteen cent (\$115.15) due on May 5, 2012.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of March, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DARCY LERMO**, 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-

DARCY LERMO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 28, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Darcy Lermo, respondent

Date of Decision: February 28, 2012

REASONS FOR DECISION

The applicant alleged that the respondent 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 in evidence which indicated a balance of rent owing in the amount of \$341.15. The applicant stated that they held a security deposit of \$1275.

The respondent did not dispute the allegations and stated that she wanted to pay the arrears but could only pay them in several monthly installments. The respondent's rent is now being paid in full through the *Income Security Program* and the arrears accrued some months ago. The respondent is attempting to pay them but on her limited income is not able to pay them all at once. She agreed that she would be able to pay them in three monthly installments.

The applicant has a significant security deposit and is not in jeopardy of any significant financial loss. Their request for termination and eviction orders is denied.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$341.15. An order shall issue requiring the respondent to pay the rent arrears in three monthly

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payments due on the 5th day of every month. The first payment shall be due on March 5, 2012.

Hal Logsdon
Rental Officer