

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JOSHUA WATSON, 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 -

JOSHUA WATSON

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 four hundred ninety one dollars and ninety two cents (\$491.92). The respondent shall pay the arrears in monthly installments of one hundred dollars (\$100.00) payable on the 20th day of every month until the rent arrears are paid in full. The first payment shall be due on April 20, 2012.
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 29th day of March,
2012.

Hal Logsdon
Rental Officer

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JOSHUA WATSON, 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-

JOSHUA WATSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 21, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Joshua Watson, respondent

Date of Decision: March 29, 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 unless the rent arrears were paid in full.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$591.92. Included in that amount was a “transfer fee” of \$100. The monthly rent for the premises is \$1575. The applicant stated that the security deposit of \$1575 had been paid in full.

The respondent did not dispute the allegations. He stated that he received full assistance for the monthly rent through the *Income Security Program* and could only afford to pay \$100/month toward the rent arrears on his limited income.

There is no provision in the *Residential Tenancies Act* permitting a landlord to charge a fee to “transfer” a tenant from one unit to another. Such a fee is tantamount to charging a fee to terminate one tenancy agreement and enter into another which is prohibited pursuant to section 55(2). Therefore, relief for the \$100 “transfer fee” is denied.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be

\$491.92. Given the amount of the debt, the significant security deposit held by the landlord, the limited income of the respondent and the fact that he is currently receiving full assistance for the monthly rent, I do not believe termination is the most appropriate remedy. In my opinion, the payment plan suggested by the respondent is quite reasonable and an order shall issue requiring him to pay the monthly rent on time plus an additional \$100 each month, due on the 20th day of each month until the rent arrears are paid in full. The first payment shall be due on April 20, 2012.

Should the respondent fail to pay the monthly rent on time or fail to pay the rent arrears in accordance with this order, the applicant may file another application seeking the full amount of any remaining balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer