

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MARK CHARLEBOIS**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") as amended;

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 -

MARK CHARLEBOIS

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 two hundred seventy three dollars (\$1273.00).

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of April, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MARK CHARLEBOIS**, 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-

MARK CHARLEBOIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 11, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Mark Charlebois, respondent

Date of Decision: April 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 unless the rent arrears were paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing of \$2197. The applicant stated that a payment of \$900 had been received that morning and that an error in the posting of a late rent penalty resulted in an charge of \$24 which should not be on the statement. The applicant stated that the correct amount of rent owing was \$1273. The applicant stated that they held a security deposit of \$1275. The monthly rent for the apartment is \$1310.

The respondent did not dispute the allegations and stated that he would have the full amount paid by April 19, 2012.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$1273. In my opinion, a termination order and eviction order are not reasonable at this time. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1273.

Hal Logsdon
Rental Officer