

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**ROBERT BEAULIEU AND ALEXA WISEMAN**, Respondents;

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 -

**ROBERT BEAULIEU AND ALEXA WISEMAN**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of nine hundred ninety seven dollars (\$997.00).

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of April,  
2012.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**ROBERT BEAULIEU AND ALEXA WISEMAN**, Respondents.

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-

**ROBERT BEAULIEU AND ALEXA WISEMAN**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 11, 2012

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Maigan Lefrancois, representing the applicant  
Robert Beaulieu, respondent  
Alexa Wiseman, respondent

**Date of Decision:** April 11, 2012

### **REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises which were caused by their negligence. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement and evicting the respondents.

The applicant provided a statement of account in evidence which indicated a balance owing of \$8592.47. Included in this amount are charges of \$7095.47 for clean-up and repair of fire damage to the apartment and a \$500 charge from the Yellowknife Fire Department. The remaining \$997 are rent arrears. The statement indicates that all of the payments since the repair and fire department charges were posted have been applied to rent.

The applicant stated that she understood that the fire was started in the bedroom and there were marks that appeared to be made with a blow torch. The applicant stated that she believed a fire report was done but it had not been received yet.

The respondents denied responsibility for the fire stating that the Fire Marshall had handed the matter to the RCMP for an investigation into possible arson and attempted murder. There was no evidence to support this statement. Ms Wiseman stated that she and her son had been playing in her son's room that day. She fed her son and then, while taking him to the bathroom to wash, she smelled smoke from the other bedroom. When she opened the door she saw that the room was

filled with smoke. She stated that no source of combustion was left in the bedroom and that neither she or her partner smoked in the apartment. She stated that the cause of the fire was unknown to her. She stated that in the past persons had entered that bedroom through the patio door when they were home and asleep.

This fire occurred in December, 2011. I would expect that by this time some determination of the cause of the fire by authorities had been made. There was no direct evidence provided at the hearing that would suggest the cause of the fire. The applicant has not produced any convincing evidence to support the allegation that the fire was caused by the negligence or oversight of the respondents and I must deny the relief for the repairs requested by the applicant.

I find the rent arrears of \$997 as represented on the statement to be accurate. The respondents did not dispute this balance. The applicant holds the full amount of the required security deposit. In my opinion, termination of the tenancy agreement and eviction is not reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$997.

---

Hal Logsdon  
Rental Officer