

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **EMILY ATKINSON AND LOUIS JEROME**, 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 **INUVIK, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

EMILY ATKINSON AND LOUIS JEROME

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 five thousand six hundred seventy eight dollars and thirty three cents (\$5678.33).
2. Pursuant to section 14.2(2)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant the balance of the required security deposit in the amount of eight hundred fifty dollars (\$850.00).

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of April, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **EMILY ATKINSON AND LOUIS JEROME**, 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-

EMILY ATKINSON AND LOUIS JEROME

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 5, 2012

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Bright Lubansa, representing the applicant
Emily Atkinson, respondent

Date of Decision: April 5, 2012

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the required security deposit. The applicant withdrew their request for an order terminating the tenancy agreement and evicting the tenants and sought only an order requiring the respondents to pay the alleged rent arrears and the outstanding security deposit.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$3640.33 as at February 1, 2012. The applicant stated that since that date, the March rent had come due (\$1850), late fees for March had been applied (\$19), the April rent had come due (\$1850), late fees for April had been applied (\$19) and a payment of \$850 had been received, bringing the balance to \$6528.33. Of this amount, \$850 represents the outstanding security deposit and the remainder (\$5678.33) is rent arrears.

The respondent did not dispute the allegations.

I find the ledger in order and find rent arrears in the amount of \$5678.33 and a balance of security deposit due in the amount of \$850. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$5678.33 and the balance of the outstanding security deposit in the amount of \$850.

Hal Logsdon
Rental Officer