

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **FABIAN FRANKI**, 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 -

FABIAN FRANKI

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand seven hundred forty dollars and seventy four cents (\$2740.74) on or before June 21, 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 9th day of May, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **FABIAN FRANKI**, 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-

FABIAN FRANKI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 3, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Fabian Franki, respondent

Date of Decision: May 3, 2012

REASONS FOR DECISION

The respondent's first and last names were reversed on the application. The order shall reflect the proper name of the respondent.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and 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 promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2990.74. The monthly rent for the premises is \$1795. The applicant holds a security deposit of \$1795.

The respondent disputed the balance owing, stating that she paid \$250 recently which was not on the statement. The applicant acknowledged the payment and revised the amount owing to \$2740.74. The respondent stated that she was receiving full assistance for the rent from the *Income Security Program* and the May rent payment of \$1795 should be in the mail to the landlord. She stated that she would try to make regular payments to retire the debt but would have to take it out of her normal allowance over a period of time.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2740.74. After the payment of the May, 2012 rent, the balance owing will be considerably less

than the security deposit held by the landlord. In my opinion, termination is not a reasonable remedy. Given the respondent's circumstances, some time to pay the balance of arrears is warranted.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2740.74 on or before June 21, 2012. The applicant's request for an order terminating the tenancy agreement is denied. The respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer