

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
THERESA MARTIN, 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 -

THERESA MARTIN

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 two thousand six hundred sixty dollars (\$2660.00).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of June,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
THERESA MARTIN, 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-

THERESA MARTIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 23, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Theresa Martin, respondent

Date of Decision: May 23, 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 promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2660. The arrears represent the full amount of rents for April and May, 2012. The applicant holds a security deposit of \$1125.

The respondent provided two reports dated May 23, 2012 from the *Income Assistance Program* which indicated that two cheques for \$900 had been mailed to the landlord for the April and May, 2012 rents. The applicant stated that they had not yet been received. The respondent stated that she had an appointment that day with a physician who would certify her need for full assistance.

I note that the respondent has been receiving full assistance for the rent for many months through the *Income Assistance Program*. It would appear from the evidence that she requires some form of medical certification for continued assistance. Given the evidence of past full assistance, it is likely that it will continue. There are payments from the program in transit to the landlord which will reduce the arrears to \$860 when the payments are received. Given the probability of

forthcoming full assistance and the substantial security deposit held by the landlord, termination of the tenancy agreement is not reasonable at this time.

I find the rent owing to be \$2660. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2660.

Hal Logsdon
Rental Officer