

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
PAULINE MODESTE, 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 -

PAULINE MODESTE

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 one hundred one dollars and seventy five cents (\$1101.75).

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
PAULINE MODESTE, 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-

PAULINE MODESTE

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
Pauline Modeste, respondent
Peter Simpson, assisting the 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 \$2391.75. The monthly rent for the premises is \$1725. The applicant holds a security deposit of \$1915 which was transferred from a previous unit.

The respondent stated that she had paid \$1000 earlier in the day which was not reflected on the statement. The applicant acknowledged the payment and amended the amount owing to \$1391.75. The respondent did not dispute that amount and stated that she could pay the balance by May 31, 2012.

The security deposit held is in excess of the amount permitted by \$190.

Amount held	\$1915
Maximum permitted (one months rent)	<u>1725</u>
Excess	\$190

Also included in the amount alleged owing is a “transfer fee” of \$100 which shall be denied.

There is no provision in the tenancy agreement or the *Residential Tenancies Act* for such a fee.

Applying the excess security deposit to rent and adjusting for the denied transfer fee, I find rent arrears of \$1101.75 calculated as follows:

Amount alleged owing	\$1391.75
less excess security deposit	(190.00)
less transfer fee	<u>(100.00)</u>
Balance owing	\$1101.75

Given the substantial security deposit held by the applicant and the commitment to pay the rent arrears promptly, I do not believe a termination order is required. An order shall issue requiring the respondent to pay the applicant rent arrears of \$1101.75.

Hal Logsdon
Rental Officer