

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JENNIFER HARRISON, 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 **INUVIK, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

JENNIFER HARRISON

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 four hundred dollars (\$2400.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 209, 7 Council Crescent, Inuvik, NT shall be terminated on September 14, 2012 and the respondent shall vacate the premises on that date unless the rent arrears, the remainder of the required security deposit and the rent for September, 2012 in the total amount of four thousand two hundred twenty five dollars (\$4225.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of August,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JENNIFER HARRISON, 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-

JENNIFER HARRISON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 28, 2012

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Bright Lubansa, representing the applicant
Jennifer Harrison, respondent

Date of Decision: August 28, 2012

REASONS FOR DECISION

The applicant alleged that the respondent 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 sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$2400 and an outstanding security deposit balance of \$575.

The monthly rent for the premises is \$1250. The applicant holds a partial security deposit of \$675.

The respondent appeared to be under the impression that she did not have to pay rent because she was a senior citizen. However, she did pay rent up to June, 2012.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find rent arrears of \$2400 and an outstanding security deposit balance of \$575. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and outstanding security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$2400. The tenancy agreement shall be terminated on September 14, 2012 unless the rent arrears, the outstanding security deposit and the rent for September, 2012 in the total amount of \$4225 are paid in full. I calculate that amount as follows:

Rent arrears	\$2400
Security deposit	575
September rent	<u>1250</u>
Total	\$4225

An eviction order to be effective on September 17, 2012 unless the rent arrears, security deposit and the September rent totaling \$4225 are paid on or before September 14, 2012 shall be issued separately.

Hal Logsdon
Rental Officer