

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JOANNE CHARNEY, 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 -

JOANNE CHARNEY

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 five thousand four hundred thirty one dollars and twenty five cents (\$5431.25).

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 405, 42 Con Road (Ptarmigan Apartments), Yellowknife, NT shall be terminated on October 5, 2012 and the respondent shall vacate the premises on that date unless the rent arrears and the October, 2012 rent in the total amount of six thousand eight hundred forty one dollars and twenty five cents (\$6841.25) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of September, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JOANNE CHARNEY, 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-

JOANNE CHARNEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 26, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Joanne Charney, respondent

Date of Decision: September 26, 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 are promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$7906.25 as at August 1, 2012. The applicant stated that since that date the September, 2012 rent of \$1410 had come due and no payments had been received, bringing the balance owing to \$9316.25. The monthly rent for the premises is \$1410. Included in that balance are charges for repairs of damage to the apartment of \$3885. These damages were the subject of a hearing in April, 2012 (file #10-12615). The damages were found not to be due to the negligence of the respondent and the request for compensation was denied.

The respondent did not dispute the rent arrears.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$5431.25 calculated as follows:

Balance as per statement	\$7906.25
September rent	1410.00
Less repair costs	<u>(3885.00)</u>
Total rent arrears	\$5431.25

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$5431.25 and terminating the tenancy agreement on October 5, 2012 unless the rent arrears and the rent for October, 2012 are paid in full. I calculate that amount to be \$6841.25 as follows:

Rent arrears	\$5431.25
October, 2012 rent	<u>1410.00</u>
Total	\$6841.25

An eviction order to be effective on October 8, 2012 unless the rent arrears and the October, 2012 rent are paid in full on or before October 5, 2012 shall be issued separately.

Hal Logsdon
Rental Officer