

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**BARBARA GILLIS (BRULE)**, 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 -

**BARBARA GILLIS (BRULE)**

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 four hundred five dollars and ninety six cents (\$405.96).
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 11th day of October,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**BARBARA GILLIS (BRULE)**, 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-

**BARBARA GILLIS (BRULE)**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 26, 2012

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Lillian Sliwka, representing the applicant  
Barbara Brule, 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 and 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 paid in full.

The applicant provided a statement in evidence which indicated a balance owing as at September 25, 2012 in the amount of \$3189.73.

The respondent disputed the amount alleged to be owing and provided a receipt and two financial case reports from the *Income Assistance Program* in evidence. The receipt was issued by the applicant on September 26, 2012 and indicated that a payment of \$400 had been made that day. The financial case reports were both dated September 24, 2012 and indicate that cheques of \$1191.10 and \$1192.67 were generated and mailed to the landlord. The applicant acknowledged the September 26 payment but could not confirm that the other two payments had been received yet.

I am satisfied that the above payments have been made or are in transit to the applicant. Taking the payments into consideration the balance of rent left owing is \$405.96 calculated as follows:

As per statement	\$3189.73
August IS	(1191.10)
Sept. IS	(1192.67)
Pmt - 26/09	<u>(400.00)</u>
Total	\$405.96

The applicant holds a security deposit of \$1095.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$405.96. Given the amount of arrears and the significant security deposit held by the applicant, I do not feel that a termination and eviction order are required.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$405.96 and to pay the monthly rent on time in the future.

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Hal Logsdon  
Rental Officer