

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MARY THRASHER**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act"); as amended,

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 -

MARY THRASHER

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 three hundred fifty five dollars (\$355.00).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of November, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MARY THRASHER**, 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-

MARY THRASHER

Respondent/Tenant

REASONS FOR DECISION

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

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lillian Sliwka, representing the applicant
Mary Thrasher, respondent

Date of Decision: **November 6, 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 paid.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$2187. The monthly rent for the premises is \$1410 and the applicant holds a security deposit of \$1375.

The respondent disputed the balance owing and provided financial case reports issued by the *Income Assistance Program* in evidence. The reports indicated the payments that had been provided directly to the landlord on behalf of the respondent. The following payments were shown on the October, 2012 case report that did not appear as credits on the applicant's statement:

Cheque RB434635	\$1410
Cheque RB434634	\$100
Cheque RB434638	\$185

All the cheques were payable to and mailed directly to the landlord. The respondent stated that the *Income Assistance Program* was sending amounts in excess of the monthly rent to address her arrears. Similar overpayments were indicated on the reports for July, August and September.

The applicant acknowledged the payments in October and stated that the payments may be in the

mail or being processed. The applicant also stated that it was not their policy to charge penalties for late rent for tenants who receive full assistance for rent through *Income Assistance* and requested that the posted penalties be eliminated.

Taking into consideration the *Income Security* payments and reversing the applied penalties I find a balance of rent owing in the amount of \$355.

As per ledger	\$2187
IA cheque (Oct)	(1410)
IA cheque (Oct)	(100)
IA cheque (Oct)	(185)
Penalties reversed	<u>(137)</u>
Balance	\$355

In my opinion, given that the arrears are not excessive, the applicant holds a significant security deposit, the respondent is on full assistance and there is an arrangement in place to address the arrears, it is not reasonable to issue a termination or an eviction order.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$355. I suggest that the current method of paying this debt is quite satisfactory.

Hal Logsdon
Rental Officer