

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **AGNES STEWART**, 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 -

AGNES STEWART

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 eight hundred seventy nine dollars (\$879.00).
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 28th day of May, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **AGNES STEWART**, 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-

AGNES STEWART

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 15, 2013

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Aru Vishisht, representing the applicant
Bright Lubansa, representing the applicant
Agnes Stewart, respondent

Date of Decision: May 15, 2013

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent and by failing to pay the full amount of the required security deposit. The applicant withdrew their request for an order terminating the tenancy agreement and sought an order requiring the respondent to pay the alleged rent arrears and outstanding security deposit.

The applicant provided a statement of account which indicated a balance owing of \$879. The applicant stated that of that amount, \$500 was the remaining balance of the security deposit and \$379 was rent arrears.

The respondent did not dispute the balance owing but claimed that the payment of \$500 on August 30, 2012 was provided as the remainder of the security deposit but posted instead as a rent payment. She stated that she specifically remembered the payment because the applicant required her to make it by money order rather than debit.

Other than the account to which the payment is deposited and the small amount of interest which has accrued on the deposit since August, 2012 it makes little difference. Nevertheless, the landlord should apply payments to the account intended by the tenant.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$879. An order shall issue requiring the respondent to pay the applicant rent arrears of \$879 and to pay

future rent on time. The applicant shall make the appropriate accounting adjustments.

Hal Logsdon
Rental Officer