IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **CHARLIE PETER CHARLIE**, 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 -

## **CHARLIE PETER CHARLIE**

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 sixty six dollars (\$66.00).
- 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 20th day of March, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **CHARLIE PETER CHARLIE**, 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-

# **CHARLIE PETER CHARLIE**

Respondent/Tenant

# **REASONS FOR DECISION**

**Date of the Hearing:** February 12, 2014

Place of the Hearing: Inuvik, NT

**Appearances at Hearing:** Aru Vashisht, representing the applicant

**Charlie Peter Charlie, respondent** 

**Date of Decision:** February 12, 2014

- 2 -

**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.

The applicant provided a statement of the rent account which indicated a balance of rent owing in

the amount of \$466. The monthly rent for the premises is \$925 and the applicant holds a security

deposit of \$925.

The respondent disputed the balance and stated that he had paid \$400 earlier that day. The

applicant acknowledged receipt of the payment and amended their request for relief to \$66. The

applicant stated that the rent payments had repeatedly been paid after the due date throughout the

term.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$66. In my

opinion, the quantum of arrears owing does not justify termination of the tenancy at this time. An

order shall issue requiring the respondent to pay rent arrears of \$66 and to pay future rent on

time. If rent payments continue to be paid late the applicant may seek termination at a later date.

Hal Logsdon

Rental Officer