

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ROGER VALCOURT**, 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 -

ROGER VALCOURT

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 one thousand eight dollars and ninety one cents (\$1008.91) on or before May 16, 2014.
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 6th day of May, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ROGER VALCOURT**, 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-

ROGER VALCOURT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 24, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Marie Laberge, representing the applicant
Roger Valcourt, respondent

Date of Decision: April 24, 2014

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.

The respondent's first name was incorrectly spelled on the application. This order reflects the proper spelling of his name.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1008.91. The monthly rent for the premises is \$1280 and the respondent holds a security deposit of \$1175.

The respondent did not dispute the allegations. The respondent has been a tenant of the landlord since 2009 and pays rent regularly although he often fails to pay the rent on time.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1008.91. Given the quantum of arrears, the respondent's regular (albeit tardy) rent payments, and the security deposit held by the applicant, I do not think termination of the tenancy agreement is reasonable or necessary.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1008.91 on or

before May 16, 2014 and to pay the monthly rent on time. The applicant is granted leave to make another application should this order be breached.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer