

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MAIGAN LEFRANCOIS, 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 -

MAIGAN LEFRANCOIS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act* the respondent shall pay the applicant rent arrears in the amount of two thousand one hundred eighty four dollars (\$2184.00). The respondent shall pay the rent arrears in monthly installments of eight hundred dollars (\$800.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on September 30, 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 15th day of October,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MAIGAN LEFRANCOIS, 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-

MAIGAN LEFRANCOIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 17, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Aya Burshan, representing the applicant
Maigan Lefrancois, respondent
Jenna Conrad, witness for the respondent

Date of Decision: September 17, 2014

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 owing of \$2284. The monthly rent for the premises is \$1440 and the applicant holds a security deposit of \$1405.

The respondent did not dispute the allegations and stated that she could pay the monthly rent plus an additional \$800/month until the rent arrears are paid in full. The applicant agreed to continue the tenancy agreement if the respondent's proposed schedule of payments was followed.

Included on the rent statement are two debits of \$50 for returned cheques. I find no documentation for these costs and note that they appear to be significantly more than NSF charges that are usually levied. In my opinion, these charges amount to a penalty. I therefore find the rent arrears to be \$2184.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2184 in monthly payments of \$800, payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on September 30, 2014. The applicant shall also be ordered

to pay the monthly rent on time in the future.

Should the respondent fail to pay the monthly rent on time or fail to pay the rent arrears as ordered, the applicant may file another application seeking the lump sum payment of any balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer