

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **FABIAN FRANKI**, 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 -

**FABIAN FRANKI**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears of two thousand eight hundred seven dollars (\$2807.00) in monthly installments of five hundred dollars (\$500.00) payable on the last day of every month until the rent arrears are paid in full. The first payment of arrears shall be due on October 31, 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 5th day of November, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **FABIAN FRANKI**, 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-

**FABIAN FRANKI**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 8, 2014**

**Place of the Hearing:**                      **Yellowknife, NT**

**Appearances at Hearing:**                      **Aya Burshan, representing the applicant**  
   **Fabian Franki, respondent**

**Date of Decision:**                              **October 8, 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.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing of \$3652.

The rent for the premises increased from \$1830 to \$1930 on October 1, 2013. The respondent did not enter into another term agreement with the applicant and the tenancy agreement reverted to a monthly agreement. The applicant agreed to retroactively adjust the rent to \$1865 effective October 1, 2013 if the respondent wished to change the tenancy agreement to a one year term agreement effective October 1, 2013. This would result in a \$65/month reduction for 13 months and an adjusted balance of \$2807. The parties agreed to retroactively amend the tenancy agreement to a term agreement and adjust the rent accordingly.

The respondent stated that she believed she could pay the monthly rent and an additional \$500/month until the rent arrears were paid in full. The applicant agreed to that repayment schedule and withdrew the request to terminate the tenancy agreement.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2807.

An order shall issue requiring the respondent to pay the monthly rent on time and to pay the rent arrears of \$2807 in monthly installments of \$500 payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on October 31, 2014.

Should the respondent fail to pay the monthly rent on time or fail to pay the rent arrears in accordance with this order, the applicant may file another application seeking payment of any remaining balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer