

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **LIZA ROSA BEAUPRE**, 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,
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

LIZA ROSA BEAUPRE

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 three thousand one hundred forty dollars and forty cents (\$3140.40).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand two hundred forty two dollars and fifty cents (\$1242.50).
3. 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 July,
2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **LIZA ROSA BEAUPRE**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

LIZA ROSA BEAUPRE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 11, 2007
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Julia O'Brien, representing the applicant Liza Rosa Beaupre, respondent
<u>Date of Decision:</u>	July 11, 2007

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises and the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears and costs of repair. The applicant stated that the parties had come to an arrangement for the payment of the arrears and repair costs and withdrew the request for an order terminating the tenancy agreement in favour of an order to pay future rent on time.

The applicant provided a statement of account in evidence which indicated a balance owing in the amount of \$4995.40. Of that amount, \$612.50 represents a charge for 50% of the security deposit and \$1242.50 represents repair costs, leaving \$3140.40 as rent arrears.

The respondent did not dispute the rent arrears or repair costs.

I find the ledger in order and find the respondent in breach of her obligation to pay rent and to repair damages to the premises and the residential complex. I find the rent arrears to be \$3140.40 and the repair costs of \$1242.50 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3140.40 and repair costs in the amount of \$1242.50 and to pay future rent on time.

Hal Logsdon
Rental Officer
