

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MEAGAN WETRADE-BOYD, 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 -

MEAGAN WETRADE-BOYD

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 two thousand seven hundred ten dollars (\$2710.00).
2. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to not disturb other tenants in the residential complex and shall not create any disturbances in the future.
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act* the tenancy agreement between the parties for the premises known as Apartment 303, 490 Range

Lake Road, Yellowknife, NT shall be terminated on April 10, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears and the April, 2011 rent in the total amount of four thousand thirty five dollars (\$4035.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of March, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MEAGAN WETRADE-BOYD, 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-

MEAGAN WETRADE-BOYD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 22, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Meagan Wetrade-Boyd, respondent

Date of Decision: March 22, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by repeatedly disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears, terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$2710. The monthly rent for the premises is \$1325. The applicant stated that the full amount of the required security deposit had been paid.

The applicant also provided two written complaints from other tenants regarding disturbances and one security report regarding a disturbance. The applicant stated that the disturbances appear to have ceased. The applicant stated that they would be willing to continue the tenancy agreement if the rent arrears and April, 2011 rent were paid on or before April 10, 2011 provided there were no future disturbances.

The respondent acknowledged the disturbances and did not dispute the rent arrears. She stated that she would be able to pay the rent arrears and the April, 2011 rent on or before April 10, 2011.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find

the rent arrears to be \$2710. I also find the respondent in breach of her obligation to not disturb other tenants in the residential complex. In my opinion there are sufficient grounds to terminate the tenancy agreement on April 10, 2011 unless the rent arrears and the April, 2011 rent are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2710 and terminating the tenancy agreement on April 10, 2011 unless the rent arrears and the April, 2011 rent in the total amount of \$4035 are paid in full. The respondent is also ordered to comply with her obligation to not disturb other tenants and to not create any disturbances in the future.

Hal Logsdon
Rental Officer