

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
WILLIAM HOFFMAN, 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 -

WILLIAM HOFFMAN

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 seven hundred two dollars and two cents (\$1702.02).
2. 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 106, 492 Range Lake Road, Yellowknife, NT shall be terminated on July 8, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears and the July, 2011 rent in the total amount of two thousand nine hundred seventy seven dollars and two cents (\$2977.02) are

paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of June,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
WILLIAM HOFFMAN, 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-

WILLIAM HOFFMAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 15, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
William Hoffman, respondent

Date of Decision: June 15, 2011

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, terminating the tenancy agreement and evicting the tenant unless the rent arrears were paid in full.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2608.02. The monthly rent for the premises is \$1275. The applicant stated that the full amount of the required security deposit had been paid.

The respondent disputed the balance owing stating that a payment of \$900 had been made on his behalf by the Income Assistance Program which did not appear on the statement. A document from the Income Assistance Program was provided in evidence which indicated that \$900 had been directly deposited to the applicant's account on behalf of the respondent.

The applicant's statement has two double entries for rent penalties totalling \$6 which overstate the amount owing by that amount.

The respondent stated that he could pay the arrears and the July, 2011 rent on or before July 8, 2011. The applicant accepted that payment schedule.

I find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1702.02 calculated as follows:

Balance as per statement	\$2608.02
Income Assistance payment	(900.00)
Statement errors	<u>(6.00)</u>
Balance owing	\$1702.02

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the July, 2011 rent are paid on or before July 8, 2011. I calculate that amount to be \$2977.02.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1702.02 and terminating the tenancy agreement on July 8, 2011 unless the rent arrears and the July, 2011 rent in the total amount of \$2977.02 are paid in full. An eviction order, which will come into effect on July 9, 2011 unless this order is satisfied, will be issued separately.

Hal Logsdon
Rental Officer