

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DAVID FRANCEY AND GEORGINA RUFUS**, Respondents;

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 **INUVIK, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

DAVID FRANCEY AND GEORGINA RUFUS

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of five thousand seven hundred forty four dollars (\$5744.00).
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 11 Bompas Street, Inuvik, NT shall be terminated on June 22, 2011 and the respondents shall vacate the premises on that date, unless rent arrears in the amount of seven thousand one hundred eighty one dollars (\$7181.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of June, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DAVID FRANCEY AND GEORGINA RUFUS**, Respondents.

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-

DAVID FRANCEY AND GEORGINA RUFUS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 8, 2011

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lee Smallwood, representing the applicant
David Francey, respondent

Date of Decision: June 8, 2011

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears, terminating the tenancy agreement and evicting the respondents unless the rent arrears were paid in full.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$7181. The monthly rent for the premises is \$1900.

A previous order (file #20-11966, filed on March 17, 2011) required the respondents to pay rent arrears of \$3637. Since that order was issued, only \$2200 has been paid, leaving an unsatisfied portion of the order in the amount of \$1437.

The respondent did not dispute the allegation.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$7181. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

Taking into account the unsatisfied portion of the previous order, an order shall issue requiring the respondents to pay the applicant rent arrears of \$5744. I calculate that amount as follows:

Rent arrears	\$7181
Unsatisfied portion of previous order	<u>(1437)</u>
This order	\$5744

The order shall terminate the tenancy agreement on June 22, 2011 unless the rent arrears of \$7181 are paid in full. An order evicting the respondents unless the rent arrears are paid in full on or before June 22, 2011 will be issued separately.

Hal Logsdon
Rental Officer