

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**ELLIOT BROWN**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") as amended;

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 -

**ELLIOT BROWN**

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 in the amount of five thousand eight hundred fifty five dollars and fifty cents (\$5855.50). The respondent shall pay the rent arrears in monthly payments of one thousand dollars (\$1000.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on June 30, 2013.
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 2nd day of July,  
2013.

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Hal Logsdon  
Rental Officer

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**ELLIOT BROWN**, 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-

**ELLIOT BROWN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 18, 2013

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

**Appearances at Hearing:** Connie Diener, representing the applicant  
Elliot Brown, respondent

**Date of Decision:** June 18, 2013

**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 and terminating the tenancy agreement and evicting the respondent 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 \$7855.50. The applicant stated that since the statement was produced a payment of \$2000 had been made bringing the balance owing to \$5855.50.

The respondent did not dispute the allegations and stated that he would pay the rent plus an additional \$1000 every month until the rent arrears were paid in full. The applicant was willing to continue the tenancy agreement if the respondent paid the arrears in accordance with that proposal and withdrew their request for an order terminating the tenancy agreement.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$5855.50. An order shall issue requiring the respondent to pay the applicant rent arrears of \$5855.50 in monthly installments of \$1000 payable on the last day of every month until the arrears are paid in full. The first payment shall be due on June 30, 2013. The respondent shall also be ordered to pay the monthly rent on time.

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

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Hal Logsdon  
Rental Officer