

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **BILL KEARNS**, 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 -

BILL KEARNS

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 and penalties for late rent in the amount of three thousand nine hundred seventy three dollars (\$3973.00).
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 Apartment 312, 492 Range Lake Road, Yellowknife, NT shall be terminated on January 7, 2014 and the respondent shall vacate the premises on that date unless the rent arrears and penalties for late rent in the amount of three thousand nine hundred seventy three dollars (\$3973.00) are paid in full.

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 8th day of November, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **BILL KEARNS**, 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-

BILL KEARNS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 6, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Sara Thomson, representing the applicant
Bill Kearns, respondent

Date of Decision: November 6, 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. The monthly rent for the premises is \$1452 and the applicant holds a security deposit of \$1170.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent and penalties for late rent in the amount of \$3973.

The respondent did not dispute the allegations and stated that he could pay the entire amount on or before January 7, 2014. The applicant agreed to continue the tenancy provided the rent arrears were paid by that date.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears and penalties for late rent to be \$3973. In my opinion there are sufficient grounds to terminate the tenancy agreement unless those rent arrears and penalties for late rent are paid on or before January 7, 2014.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3973 and terminating the tenancy agreement on January 7, 2014 unless the rent arrears and penalties for late rent totalling \$3973 are paid in full. The order shall also require the respondent to pay future

rent on time.

An eviction order to be effective on January 8, 2014 unless the rent arrears and penalties for late rent are paid on before January 7, 2014 shall be issued separately.

Hal Logsdon
Rental Officer