

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **AUSTIN DELORME AND RACHEL DELORME**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**AUSTIN DELORME AND RACHEL DELORME**

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 and penalties for late rent in the amount of thirteen thousand four hundred forty six dollars and seventy three cents (\$13,446.73).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 989 Gitzel Street, Yellowknife, NT shall be terminated on February 6, 2014 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of January, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **AUSTIN DELORME AND RACHEL DELORME**, 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-

**AUSTIN DELORME AND RACHEL DELORME**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 29, 2014

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

**Appearances at Hearing:** Connie Diener, representing the applicant

**Date of Decision:** January 29, 2014

**REASONS FOR DECISION**

The respondents were sent Notices of Attendance by registered mail which were confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

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 and terminating the tenancy agreement and evicting the respondents.

The applicant provided a statement of account in evidence which indicated a balance of rent and penalties for late rent owing of \$13,446.73. The monthly rent for the premises is \$2060 and the applicant holds a security deposit of \$1960.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears and penalties for late rent to be \$13,446.73. In my opinion, there are sufficient grounds to terminate the tenancy agreement. The respondents have only made one rent payment of \$1500 since August, 2013.

An order shall issue requiring the respondents to pay the applicant rent arrears and penalties for late rent of \$13,446.73 and terminating the tenancy agreement on February 6, 2014. An eviction

order to be effective on February 7, 2014 shall be issued separately.

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Hal Logsdon  
Rental Officer