

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **GLEN HANSEN AND DANITA ALLAIRE**, 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 -

GLEN HANSEN AND DANITA ALLAIRE

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 two thousand fifteen dollars (\$2015.00).
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 211, 5603 - 51A Avenue, Yellowknife, NT shall be terminated on March 10, 2014 and the respondents shall vacate the premises on that date unless the rent arrears and the March 2014 rent in the total amount of three thousand three hundred fifty five dollars (\$3355.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of February, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **GLEN HANSEN AND DANITA ALLAIRE**, 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-

GLEN HANSEN AND DANITA ALLAIRE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 19, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Wendy Hackett, representing the applicant
Glen Hansen, respondent

Date of Decision: February 19, 2014

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant 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 the rent account which indicated a balance of rent arrears in the amount of \$2015. The monthly rent for the premises is \$1340 and the applicant holds a security deposit of \$1340.

The respondent did not dispute the allegations and stated that he would be able to pay the arrears in full and the March, 2014 rent on or before March 10, 2014. The applicant stated that they would be willing to continue the tenancy agreement if the rent arrears and March rent were paid by that date.

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 \$2015. In my opinion, there are sufficient grounds to terminate the tenancy agreement if the rent arrears are not paid promptly. In my opinion, an eviction order is not required at this time as both parties expressed their confidence that the amounts would be paid on or before March 10.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$2015 and terminating the tenancy agreement on March 10, 2015 unless the rent arrears and the March, 2014 rent totalling \$3355 are paid.

Hal Logsdon
Rental Officer