

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**MAUREEN MCNEELY AND MICHAEL COTCHILLY**, 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 -

**MAUREEN MCNEELY AND MICHAEL COTCHILLY**

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 four thousand one hundred fifty dollars (\$4150.00).
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 C206, 900 Lanky Court, Yellowknife, NT shall be terminated on March 31, 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 five thousand eight hundred fifty five dollars (\$5855.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of  
February, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**MAUREEN MCNEELY AND MICHAEL COTCHILLY**, 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-

**MAUREEN MCNEELY AND MICHAEL COTCHILLY**

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  
Maureen McNeely, 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 \$4150. The monthly rent for the premises is \$1705 and the applicant holds a security deposit of \$1340.

The respondent did not dispute the allegations and stated that they had applied for assistance to help pay the arrears. The applicant stated that they would agree to continue the tenancy provided the rent arrears and the March rent were paid in full on or before March 31, 2014.

I find the statement in order and find the rent arrears to be \$4150. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$4150 and terminating the tenancy agreement on March 31, 2014 unless the rent arrears and the rent for March, 2014 in the total amount of \$5855 are paid in full.

An eviction order to be effective on April 1, 2014 unless the rent arrears and the rent for March,

2014 in the total amount of \$5855 are paid in full on or before March 31, 2014 shall be issued separately.

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Hal Logsdon  
Rental Officer