

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LARRY WYKES**, 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 -

**LARRY WYKES**

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 in the amount of five thousand four hundred eighty seven dollars (\$5487.00).
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 204, 490 Range Lake Road, Yellowknife, NT shall be terminated on March 15, 2014 and the respondent shall vacate the premises on that date unless the rent arrears and the March, 2014 rent in the total amount of six thousand nine hundred two dollars (\$6902.00) 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 **LARRY WYKES**, 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-

**LARRY WYKES**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 19, 2014

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

**Appearances at Hearing:** Wendy Hackett, representing the applicant

**Date of Decision:** February 19, 2014

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

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 applicant provided a statement of the rent account which indicated a balance of rent arrears in the amount of \$5487. The monthly rent for the premises is \$1415 and the applicant holds a security deposit of \$1415.

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 15, 2014.

I find the statement in order and find the rent arrears to be \$5487. 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 respondent to pay the applicant rent arrears in the amount of \$5487 and terminating the tenancy agreement on March 15, 2014 unless the rent arrears and the rent for March, 2014 in the total amount of \$6902 are paid in full.

An eviction order to be effective on March 16, 2014 unless the rent arrears and the rent for March, 2014 in the total amount of \$6902 are paid in full on or before March 15, 2014 shall be issued separately.

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Hal Logsdon  
Rental Officer