

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DAVID MODESTE AND CYNTHIA MODESTE**, 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 -

DAVID MODESTE AND CYNTHIA MODESTE

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 one thousand seven hundred seventy eight dollars (\$1778.00).
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 210, 5123 53 Street, Yellowknife, NT shall be terminated on May 2, 2011 and the respondents shall vacate the premises on that date, unless the rent arrears and the May, 2011 rent in the total amount

of three thousand fifty three dollars (\$3053.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of April,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DAVID MODESTE AND CYNTHIA MODESTE**, 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-

DAVID MODESTE AND CYNTHIA MODESTE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 13, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: April 13, 2011

REASONS FOR DECISION

The respondents were personally served with Notices of Attendance but failed to appear at the hearing. 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, terminating the tenancy agreement and evicting the respondents unless the rent arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1778. The monthly rent for the premises is \$1275.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$1778. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1778 and terminating the tenancy agreement on May 2, 2011 unless those rent arrears and the rent for May, 2011 in the total amount of \$3053 are paid in full. An order evicting the respondents unless this order is satisfied shall be issued separately.

Hal Logsdon
Rental Officer