

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ERROL VILLENEUVE**, 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 -

ERROL VILLENEUVE

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 one thousand seven hundred eighty five dollars and fifty cents (\$1785.50).
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 209, 48 Con Road, Yellowknife, NT shall be terminated on June 30, 2011 and the respondent shall vacate the premises on that date unless 50% of the rent arrears in the amount of eight hundred ninety two dollars and seventy five cents (\$892.75) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of June,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ERROL VILLENEUVE**, 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-

ERROL VILLENEUVE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 15, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Errol Villeneuve, respondent

Date of Decision: June 15, 2011

REASONS FOR DECISION

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, terminating the tenancy agreement and evicting the tenant unless the rent arrears were paid in full.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1785.50. The applicant stated that the required security deposit had been paid in full.

The respondent did not dispute the allegations and stated that he could pay half of the arrears by June 30, 2011 and the remainder on or before July 31, 2011. The applicant accepted this payment plan provided future monthly rent was paid on time.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1785.50. In my opinion it is reasonable to terminate the tenancy on June 30, 2011 unless the first payment of the arrears (\$892.75) is paid on or before that date. In my opinion, it is not necessary to issue an eviction order at this time. If the remaining rent arrears are not paid by July 31, 2011 or the monthly rent is not paid on time, the applicant may file for termination and eviction at that time.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1785.50 and terminating the tenancy agreement on June 30, 2011 unless 50% of those arrears (\$892.75) are paid in full. The respondent shall also be ordered to pay future rent on time.

Hal Logsdon
Rental Officer