

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **SARA JANE EVA DRYNECK AND MARCEL NITSIZA**, 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 -

**SARA JANE EVA DRYNECK AND MARCEL NITSIZA**

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 hundred eighty six dollars (\$486.00).
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 301, 5009 - 52nd Avenue, Yellowknife, NT shall be terminated on June 30, 2011 and the respondents shall vacate the premises on that date, unless the rent arrears and the outstanding security deposit in the total amount of eight hundred twenty three dollars and fifty cents (\$823.50) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of June, 2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **SARA JANE EVA DRYNECK AND MARCEL NITSIZA**, 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-

**SARA JANE EVA DRYNECK AND MARCEL NITSIZA**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 15, 2011

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

**Appearances at Hearing:** Maigan Lefrancois, representing the applicant

**Date of Decision:** June 15, 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 failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondents to pay the alleged rent arrears, terminating the tenancy agreement and evicting the tenants unless the rent arrears and the balance of the security deposit were paid in full.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$486 and a balance of security deposit owing in the amount of \$337.50.

I find the statement in order and find the respondents in breach of their obligation to pay rent and their obligation to provide the full security deposit. I find the rent arrears to be \$486 and the outstanding security deposit to be \$337.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and security deposit are paid in full.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$486 and terminating the tenancy agreement on June 30, 2011 unless the rent arrears and security deposit in the total amount of \$823.50 are paid in full. An eviction order which will become

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effective on July 1, 2011 unless the rent arrears and the remainder of the security deposit are paid in full on or before June 30, 2011 shall be issued separately.

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Hal Logsdon  
Rental Officer