

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MITCHELL MODESTE, 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 -

MITCHELL MODESTE

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 thirty two dollars and thirteen cents (\$1032.13).
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 5, 5201 - 51st Street, Yellowknife, NT shall be terminated on June 24, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

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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
MITCHELL MODESTE, 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-

MITCHELL MODESTE

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**
Mitchell Modeste, 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 \$1032.13. The applicant stated that the full amount of the required security deposit had been paid.

The respondent did not dispute the allegations and stated that he would pay the arrears immediately.

I find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1032.13. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. Given the paid security deposit and the respondent's intention to pay the arrears immediately, I do not think an eviction order is necessary.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1032.13 and terminating the tenancy agreement on June 24, 2011 unless the rent arrears are paid in full. The respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer