

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

JASON 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 six hundred ninety one dollars and fifty six cents (\$1691.56).
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 306, 490 Range Lake Road, Yellowknife, NT shall be terminated on June 30, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of one thousand six hundred ninety one dollars and fifty six cents (\$1691.56) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of June, 2011.

Hal Logsdon
Rental Officer

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

JASON 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
Jason 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 \$2004.71. The statement contains numerous errors. There are three double entries for rent penalties totalling \$10. As well there are four incorrect calculations of rent penalties totalling \$303.15. Deducting these amounts from balance, the adjusted balance is \$1691.56.

The respondent did not dispute the adjusted balance.

I find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1691.56. 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 respondent to pay the applicant rent arrears in the amount of \$1691.56 and terminating the tenancy agreement on June 30, 2011 unless the rent arrears are paid in full. An eviction order which will become effective on July 1, 2011 unless the rent arrears are paid in full on or before June 30, 2011 shall be issued separately.

Hal Logsdon
Rental Officer