

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**BENJAMIN GOOSE**, 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 **INUVIK, NT**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**BENJAMIN GOOSE**

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 ninety four dollars and twenty one cents (\$1794.21).
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 25, 20 Tununuk Drive, Inuvik, 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.
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 14th day of June,  
2011.

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Hal Logsdon  
Rental Officer

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

**BENJAMIN GOOSE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 8, 2011

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

**Appearances at Hearing:** Lee Smallwood, representing the applicant  
Benjamin Goose, respondent

**Date of Decision:** June 8, 2011

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears, terminating the tenancy agreement and evicting the respondent unless the rent arrears were paid in full.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1794.21.

The respondent did not dispute the allegation and stated that he could pay the rent arrears in full on or before June 24, 2011.

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 \$1794.21. 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 \$1794.21 and terminating the tenancy agreement on June 24, 2011 unless that amount is paid in full.

An eviction order shall be issued separately and will become effective on June 25, 2011 if the respondent is still in possession and the rent arrears have not been paid in full on or before June

24, 2011.

Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer