

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DOREEN MANUAL AND JOEY FRANCIS, 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 **INUVIK, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

DOREEN MANUAL AND JOEY FRANCIS

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 one thousand one hundred twenty one dollars and ninety nine cents (\$1121.99).
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 105, 20 Bootlake Road, Inuvik, NT shall be terminated on June 17, 2011 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of June,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DOREEN MANUAL AND JOEY FRANCIS, 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-

DOREEN MANUAL AND JOEY FRANCIS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 8, 2011

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lee Smallwood, representing the applicant
Doreen Manual, respondent
Joey Francis, respondent

Date of Decision: June 8, 2011

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears, terminating the tenancy agreement and evicting the respondents 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 \$1121.99.

The respondents did not dispute the allegation and stated that they could pay the rent arrears in full on or before June 17, 2011.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$1121.99. 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 respondents to pay the applicant rent arrears in the amount of \$1121.99 and terminating the tenancy agreement on June 17, 2011 unless that amount is paid in full.

An eviction order shall be issued separately and will become effective on June 18, 2011 if the respondents are still in possession and the rent arrears have not been paid in full on or before June 17, 2011.

Hal Logsdon
Rental Officer