

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

LANCE MAIR

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 and penalties for late rent in the amount of three thousand ninety seven dollars and thirty six cents (\$3097.36).
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 106, 1000 Gitzel Street, Yellowknife, NT shall be terminated on October 15, 2011 and the respondent shall vacate the premises on that date unless the rent arrears and the rent for October, 2011 in the total amount of four thousand four hundred twenty two dollars and thirty six cents

(\$4422.36) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of
September, 2011.

Hal Logsdon
Rental Officer

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

LANCE MAIR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 27, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: September 30, 2011

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

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 are paid in full.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$3110.36. Included in that amount is \$159 in late rent penalties. The monthly rent for the premises is \$1325. The applicant stated that the required security deposit had been paid in full.

The applicant has charged penalties for May and June, 2011 that are in excess of the penalties permitted. The amount of excess is \$13.

I find the respondent in breach of his obligation to pay rent and find rent arrears and penalties for late rent to be \$3097.36 calculated as follows:

Balance as per ledger	\$3110.36
less excess penalties	<u>(13.00)</u>
Amount owing applicant	\$3097.36

In my opinion, there are sufficient grounds to terminate the tenancy agreement on October 15, 2011 unless the rent arrears and the October, 2011 rent are paid in full. I calculate that amount to be \$4422.36 as follows:

Rent arrears and penalties	\$3097.36
October, 2011 rent	<u>1325.00</u>
Total	\$4422.36

An order shall issue requiring the respondent to pay the applicant rent arrears and penalties for late rent in the amount of \$3097.36 and terminating the tenancy agreement on October 15, 2011 unless the rent arrears and the October, 2011 rent are paid in full. An eviction order to be effective on October 16, 2011 unless this order is satisfied shall issue separately.

Hal Logsdon
Rental Officer