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

DANIEL APSIMIK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

- 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 nine hundred twenty dollars (\$1920.00).
- Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 205, 5202 49th Street, Yellowknife, NT shall be terminated on February 13, 2012 and the respondent 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 8th day of February, 2012.

Hal Logsdon Rental Officer IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DANIEL APSIMIK**, 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-

DANIEL APSIMIK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing:	February 3, 2012
Place of the Hearing:	Yellowknife, NT
Appearances at Hearing:	Maigan Lefrancois, representing the applicant Daniel Apsimik, respondent
Date of Decision:	February 3, 2012

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 and terminating the tenancy agreement and evicting the respondent unless the arrears were paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1920. The monthly rent for the premises is \$1420. The applicant stated that the required security deposit had been paid in full.

The respondent did not dispute the allegation and stated that he would pay the arrears by February 10, 2012. That was acceptable to the applicant.

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 \$1920. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent unless the rent arrears are paid on or before February 13, 2012.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1920 and terminating the tenancy agreement on February 13, 2012 unless the rent arrears are paid in full. An eviction order to become effective on February 14, 2012 unless the rent arrears are paid in full shall be issued separately.

Hal Logsdon Rental Officer