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

#### **GEORGE LAFFERTY**

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 one hundred ninety one dollars and twenty five cents (\$1191.25).
- 2. 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 878 Lanky Court, Yellowknife, NT shall be terminated on February 21, 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 Lo	gsdon
Rental	Officer

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

## **GEORGE LAFFERTY**

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

Date of Decision: February 3, 2012

- 2 -

**REASONS FOR DECISION** 

The respondent was served with a Notice of Attendance sent by registered mail and confirmed

delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

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 \$1191.25. The monthly rent for the premises is \$1635. The applicant stated that

the required security deposit had been paid in full.

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 \$1191.25. In my opinion, there are sufficient grounds to terminate the

tenancy agreement and evict the respondent 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

\$1191.25 and terminating the tenancy agreement on February 21, 2012 unless the rent arrears are

paid in full. An eviction order to become effective on February 22, 2012 unless the rent arrears

are paid in full shall be issued separately.

Hal Logsdon Rental Officer