

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**CAMERON WILSON AND MELISSA ADAMS**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**CAMERON WILSON AND MELISSA ADAMS**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Cameron Wilson shall pay the applicant rent arrears in the amount of four thousand one hundred eighty nine dollars (\$4189.00).
2. Pursuant to sections 41(4)(c) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as Apartment 307, 490 Range Lake Road, Yellowknife, NT shall be terminated on February 15, 2012 and the premises shall be vacated and possession returned to the applicant on that date.

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  
**CAMERON WILSON AND MELISSA ADAMS**, 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-

**CAMERON WILSON AND MELISSA ADAMS**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 3, 2012

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

**Appearances at Hearing:** Maigan Lefrancois, representing the applicant  
Cameron Wilson, respondent

**Date of Decision:** February 3, 2012

### **REASONS FOR DECISION**

The applicant alleged that the respondents breached the tenancy agreement by failing to pay rent and by repeatedly disturbing other tenants in the residential complex. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$4189. The monthly rent for the premises is \$1375. The arrears represent the rent and late rent penalties for December, 2011 and January and February, 2012.

The applicant provided a security report and two written complaints from other tenants in the residential complex outlining disturbances between September and December, 2011. The complaints include loud parties and throwing objects from the balcony. The reports indicate that the police have attended the premises on numerous occasions.

The respondent did not dispute the rent arrears or the loud parties but stated that he did not throw any objects from the balcony. He stated that he would pay the rent arrears.

The tenancy agreement between the parties commenced on March 1, 2011 and was made for a one year term. Ms Adams moved out and the respondents sought the landlord's permission to remove her name from the tenancy agreement. This represents an assignment from the joint

tenants as assignors to Mr. Wilson as the assignee. The applicant acknowledged that they approved the request but failed to approve it in writing or prepare a written assignment. Instead, the applicant prepared a new tenancy agreement for the original term with Mr. Wilson as sole tenant and gave it to Mr. Wilson for his signature. The new tenancy agreement was never signed by either party.

Although approval of assignments and assignment agreements are required to be in writing, it is clear from the evidence that the parties intended to approve the assignment to Mr. Wilson to be effective on November 22, 2011. In my opinion, Mr Wilson became the sole tenant on that date. Since all of the rent arrears accrued after that date, I find the rent arrears to be Mr. Wilson's sole responsibility. I urge the landlord to review section 22 of the Act and the assignment forms on our website.

I find the respondent in breach of his obligation to pay rent and his obligation to not disturb other tenants. I find the rent arrears to be \$4189. In my opinion there are sufficient grounds to terminate the tenancy agreement for both non-payment of rent and repeated disturbance.

An order shall issue requiring Cameron Wilson to pay the applicant rent arrears of \$4189 and terminating the tenancy agreement on February 15, 2012. An eviction order to be effective on February 16, 2012 shall be issued separately.

---

Hal Logsdon  
Rental Officer