

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MICHAEL MASON AND LOUISE SPEAKMAN, 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 -

MICHAEL MASON AND LOUISE SPEAKMAN

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 two hundred fifty dollars (\$1250.00).
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 305, 490 Range Lake Road, Yellowknife, NT shall be terminated on March 9, 2012 and the respondents shall vacate the premises on that day unless the rent arrears and the March, 2012 rent in the total amount of two thousand six hundred seventy five dollars (\$2675.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of
February, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MICHAEL MASON AND LOUISE SPEAKMAN, 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-

MICHAEL MASON AND LOUISE SPEAKMAN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 28, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: February 28, 2012

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents unless the 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 \$1250. The monthly rent for the premises is \$1425.

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 \$1250. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. The tenancy agreement obligates the tenants to pay the monthly rent in advance, making the March, 2012 rent due and payable on or before March 1, 2012

An order shall issue requiring the respondents to pay the applicant rent arrears of \$1250 and terminating the tenancy agreement on March 9, 2012 unless the rent arrears and the March, 2012

rent in the total amount of \$2675 are paid in full. I calculate that amount as follows:

Rent arrears	\$1250
March, 2012 rent	<u>1425</u>
Total	\$2675

An eviction order to be effective on March 12, 2012 unless the rent arrears and the March, 2012 rent are paid in full on or before March 9, 2012 shall be issued separately.

Hal Logsdon
Rental Officer