

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
ROBERT BEAULIEU AND ALEXA WISEMAN, 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 -

ROBERT BEAULIEU AND ALEXA WISEMAN

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 five hundred two dollars (\$1502.00).
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 F110, 900 Lanky Court, Yellowknife, NT shall be terminated on March 23, 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 three thousand two hundred forty seven dollars (\$3247.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of March,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
ROBERT BEAULIEU AND ALEXA WISEMAN, 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-

ROBERT BEAULIEU AND ALEXA WISEMAN

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
Robert Beaulieu, respondent
Alexa Wiseman, respondent

Date of Decision: February 28, 2012

REASONS FOR DECISION

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 \$1502. The monthly rent for the premises is \$1745. The applicant stated that the required security deposit has been paid in full.

The respondents did not dispute the allegations and stated that they were unable to pay the full amount right away.

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 \$1502. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid. The tenancy agreement obligates the tenant 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 \$1502 and terminating the tenancy agreement on March 23, 2012 unless the rent arrears and the March,

2012 rent in the total amount of \$3247 are paid in full. I calculate that amount as follows:

Rent arrears	\$1502
March, 2012 rent	<u>1745</u>
Total	\$3247

An eviction order to be effective on March 26, 2012 unless the rent arrears and the March, 2012 rent are paid in full on or before March 23, 2012 shall be issued separately.

Hal Logsdon
Rental Officer