

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ROCKY NITSIZA**, 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 -

**ROCKY NITSIZA**

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 two thousand two hundred twenty dollars and ninety cents (\$2220.90).
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 26, 5023 48th Street, Yellowknife, NT shall be terminated on May 31, 2012 and the respondent shall vacate the premises on that date, unless rent arrears of two thousand two hundred twenty dollars and ninety cents (\$2220.90) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of May, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ROCKY NITSIZA**, 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-

**ROCKY NITSIZA**

Respondent/Tenant

**REASONS FOR DECISION**

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

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

**Appearances at Hearing:** Maigan Lefrancois, representing the applicant  
Rocky Nitsiza, respondent

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

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and 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 promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2220.90. The monthly rent for the premises is \$1265. The applicant holds a security deposit of \$632.50.

The respondent did not dispute the allegations and stated that he could pay the arrears in full on or before May 30, 2012. The applicant agreed to continue the tenancy if the arrears were paid by that date.

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 \$2220.90. In my opinion, there are sufficient grounds to terminate the tenancy agreement 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 \$2220.90 and terminating the tenancy agreement on May 31, 2012 unless the arrears are paid in full. An eviction order to be effective on June 1, 2012 unless the rent arrears are paid in full shall be issued separately.

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Hal Logsdon  
Rental Officer