

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **AHMED MAKRAN**, 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 -

AHMED MAKRAN

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 five hundred sixty five dollars (\$1565.00).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of June, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **AHMED MAKRAN**, 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-

AHMED MAKRAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 23, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Ahmed Makran, respondent

Date of Decision: May 23, 2012

REASONS FOR DECISION

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 rent arrears were promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1565. The monthly rent for the premises is \$1395. The applicant holds a security deposit of \$1195.

The respondent did not dispute the allegations. He stated that he no longer lived in the apartment but another person continued to occupy the premises. The respondent is the sole tenant named on the written tenancy agreement. The respondent stated that he wished to terminate the tenancy agreement and gave written notice at the hearing to terminate the agreement on June 30, 2012.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$1565. There is no requirement to terminate the tenancy agreement by order as the tenant has done so by notice. The respondent is obligated to return vacant possession of the premises to the landlord on June 30, 2012. If he fails to do so, he will be liable for compensation for use and occupation of the premises on a per diem basis and the landlord may file for an eviction order if necessary.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1565.

Hal Logsdon
Rental Officer