

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JASON WETRADE AND FLORITA WASHIE AND ALEXIS WASHIE**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act"); as amended,

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 -

JASON WETRADE AND FLORITA WASHIE AND ALEXIS WASHIE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand three hundred eighteen dollars (\$2318.00).
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 5432 - 52nd Street, Yellowknife, NT shall be terminated on November 15, 2012 and the respondents shall vacate the premises on that date unless the rent arrears and the November, 2012 rent in the total amount of four thousand two hundred sixty three dollars (\$4263.00) have been

paid to the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of October,
2012.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JASON WETRADE AND FLORITA WASHIE AND ALEXIS WASHIE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 26, 2012**

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lillian Sliwka, representing the applicant
Florita Washie, respondent

Date of Decision: **October 26, 2012**

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents unless the rent arrears were paid in full.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$2328. The monthly rent for the premises is \$1945. The applicant holds a security deposit of \$1945.

The respondent did not dispute the allegations.

The statement includes a charge of \$10 for writing a letter confirming the respondent's residence. This type of charge is not included in the tenancy agreement or the *Residential Tenancies Act*. The charge is therefore denied and the balance owing adjusted to \$2318.

I find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2318. 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 respondents to pay the applicant rent arrears of \$2318 and terminating the tenancy agreement on November 15, 2012 unless the rent arrears and the

November 2012 rent in the total amount of \$4263 are paid in full. I calculate that amount as follows:

Rent arrears	\$2318
November/12 rent	<u>1945</u>
Total	\$4263

An eviction order to be effective on November 16, 2012 unless the rent arrears and the November 2012 rent are paid on or before November 15, 2012 shall be issued separately.

Hal Logsdon
Rental Officer