

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **BETTY ANNE KAIYOGANA AND ALLEN KAIYOGANA**, 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 -

BETTY ANNE KAIYOGANA AND ALLEN KAIYOGANA

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 two hundred twenty six dollars and fifty cents (\$226.50).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of November, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **BETTY ANNE KAIYOGANA AND ALLEN KAIYOGANA**, 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-

BETTY ANNE KAIYOGANA AND ALLEN KAIYOGANA

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**
 Betty Anne Kaiyogana, respondent
 Allen Kaiyogana, 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. 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 rent arrears were paid.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$226.50. The monthly rent for the premises is \$1265 and the applicant holds a security deposit of \$1265.

The respondents did not dispute the allegations.

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 \$226.50. The rent arrears are not excessive and the applicant holds a significant security deposit. In my opinion, it is not reasonable to issue a termination or an eviction order.

An order shall issue requiring the respondents to pay rent arrears of \$226.50 and to pay future rent on time.

Hal Logsdon
Rental Officer