

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JASON VILLENEUVE**, 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 -

JASON VILLENEUVE

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 four thousand five dollars and forty four cents (\$4005.44).
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 204, 5730 - 50th Avenue, Yellowknife, NT shall be terminated on March 15, 2013 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for March, 2013 in the total amount of five thousand three hundred twenty dollars and forty four cents

(\$5320.44) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of
February, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JASON VILLENEUVE**, 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-

JASON VILLENEUVE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 13, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Jason Villeneuve, respondent

Date of Decision: February 13, 2013

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy and evicting the respondent unless the rent 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 \$4005.44. The monthly rent for the premises is \$1315 and the applicant holds a security deposit of \$1315.

The respondent did not dispute the allegations and stated that he would be able to pay the rent arrears and the March, 2013 rent by March 15, 2013. The applicant agreed to continue the tenancy if the arrears and the March rent were paid in full on or before March 15, 2013.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$4005.44. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$4005.44 and terminating the tenancy agreement on March 15, 2013 unless the rent arrears and the March, 2013 rent are paid in full. I calculate that amount to be \$5320.44 as follows.

- 3 -

Rent arrears	\$4005.44
March, 2013 rent	<u>1315.00</u>
Total	\$5320.44

An eviction order to be effective on March 16, 2013 unless this order is satisfied will be issued separately.

Hal Logsdon
Rental Officer