

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MICHAELA NEGLAK-VOSS AND NORMAN PLANTE, Respondents;

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 -

MICHAELA NEGLAK-VOSS AND NORMAN PLANTE

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 eight thousand one hundred fifty four dollars and fifty cents (\$8154.50).
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 B303, 900 Lanky Court, Yellowknife, NT shall be terminated,
 - a) on March 31, 2013 unless rent arrears of two thousand dollars (\$2000.00) has been paid or,
 - b) on April 30, 2013 unless the balance of the rent arrears plus the rent for April,

2013 in the total amount of seven thousand nine hundred forty nine dollars and fifty cents (\$7949.50) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of March, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MICHAELA NEGLAK-VOSS AND NORMAN PLANTE, 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-

MICHAELA NEGLAK-VOSS AND NORMAN PLANTE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 13, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Norman Plante, respondent

Date of Decision: March 13, 2013

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 promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$8154.50. The monthly rent for the premises is \$1795.

The respondent did not dispute the allegations and stated that they could pay \$2000 by March 31, 2013 and the balance of the arrears and the April rent by April 30, 2013. The applicant agreed with the proposal.

I find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$8154.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are paid in full.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$8154.50. The tenancy agreement shall be terminated on March 31, 2013 unless at least \$2000 is paid to the applicant. Provided that payment is made, the tenancy agreement shall continue but will be terminated on April 30, 2013 unless the balance of the arrears plus the April, 2013 rent is paid in full.

I find that amount to be \$7949.50, calculated as follows:

Rent arrears	\$8154.50
Payment due March 31/13	<u>(2000.00)</u>
Balance	\$6154.50
Plus April/13 rent	<u>1795.00</u>
Payment due April 30/13	\$7949.50

Eviction orders to be effective on April 1, 2013 and May 1, 2013 unless the ordered payments are made shall be issued separately.

Hal Logsdon
Rental Officer