

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LLOYD DESJARLAIS**, 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 -

LLOYD DESJARLAIS

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 two thousand four hundred fifty dollars (\$2450.00).
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 Apartment 322, 5603 - 51A Avenue, Yellowknife, NT shall be terminated on April 30, 2013 and the respondent shall vacate the premises on that date, unless the rent arrears and the April, 2013 rent in the total amount of four thousand one hundred eighty five dollars (\$4185.00) 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 **LLOYD DESJARLAIS**, 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-

LLOYD DESJARLAIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 13, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Robert Heron, representing the respondent

Date of Decision: March 13, 2013

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and 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 in evidence which indicated a balance of rent owing in the amount of \$2450. The monthly rent for the premises is \$1735.

The respondent's representative did not dispute the allegations and stated that the respondent would be able to pay the rent arrears and the April, 2013 rent in full on or before April 30, 2013. The applicant agreed to this arrangement.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$2450. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2450 and terminating the tenancy agreement on April 30, 2013 unless the rent arrears and the April, 2013 rent in the total amount of \$4185 are paid in full.

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An eviction order to be effective on May1, 2013 unless the rent arrears and the April, 2013 rent are paid in full shall be issued separately.

Hal Logsdon
Rental Officer