

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **TRACY BETSINA AND BOBBY BOLINE**, 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 -

**TRACY BETSINA AND BOBBY BOLINE**

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 six thousand one hundred sixty dollars (\$6160.00).
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 206, 48 Con Road, Yellowknife, NT shall be terminated on April 30, 2013 and the respondent shall vacate the premises on that date unless the rent arrears are paid in full

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of April, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **TRACY BETSINA AND BOBBY BOLINE**, 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-

**TRACY BETSINA AND BOBBY BOLINE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 3, 2013

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Connie Diener, representing the applicant  
Tracy Betsina, respondent  
Bobby Boline, respondent

**Date of Decision:** April 3, 2013

**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.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$6660. The monthly rent for the premises is \$1465. The applicant holds a security deposit of \$1365.

The respondents stated that they had made a payment of \$500 just prior to the hearing that was not reflected on the statement and provided a receipt in evidence. The applicant acknowledged that payment and amended the amount sought to \$6160. The respondents did not dispute that amount. The respondents stated that they could pay the rent arrears in full on or before April 30, 2013. The applicant agreed to continue the tenancy agreement provided the rent arrears were paid in full by that date.

I find the respondents in breach of their obligation to pay rent. I find rent arrears of \$6160. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$6160 and

terminating the tenancy agreement on April 30, 2013 unless those arrears are paid in full. An eviction order to be effective on May 1, 2013 unless the rent arrears of \$6160 are paid in full on or before April 30, 2013 shall be issued separately.

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Hal Logsdon  
Rental Officer