

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
EUGENE HARRIS AND RIA ANN MCNAB, 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 -

EUGENE HARRIS AND RIA ANN MCNAB

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 thousand one hundred fifty seven dollars (\$2157.00).
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 104, 5001 - 52nd Avenue, Yellowknife, NT shall be terminated on June 30, 2013 and the respondents shall vacate the premises on that date unless the rent arrears in the amount of two thousand one hundred fifty seven dollars (\$2157.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of June,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
EUGENE HARRIS AND RIA ANN MCNAB, 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-

EUGENE HARRIS AND RIA ANN MCNAB

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **June 14, 2013**

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

Appearances at Hearing: **Maigan Lefrancois, representing the applicant**
 Eugene Harris, respondent

Date of Decision: **June 14, 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 arrears were paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2157. The monthly rent for the premises is \$1545 and the applicant holds a security deposit of \$1545.

The respondent did not dispute the allegations and stated that they intended to pay the rent arrears in full by June 30, 2013.

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 \$2157. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid on or before June 30, 2013.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2157 and terminating the tenancy agreement on June 30, 2013 unless the rent arrears are paid on or before that date. An eviction order to be effective on July 1, 2013 unless the rent arrears are paid on or before June 30, 2013 shall be issued separately.

Hal Logsdon
Rental Officer