

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MAUREEN MCNEELY AND MICHAEL COTCHILLY, 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 -

MAUREEN MCNEELY AND MICHAEL COTCHILLY

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 seventy four dollars and fifteen cents (\$2174.15).
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 C206, 900 Lanky Court, Yellowknife, NT shall be terminated on July 15, 2013 and the respondents shall vacate the premises on that date, unless the rent arrears and the rent for July, 2013 in the total amount of three thousand seven hundred seventy nine dollars and fifteen cents (\$3779.15)

are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of June,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MAUREEN MCNEELY AND MICHAEL COTCHILLY, 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-

MAUREEN MCNEELY AND MICHAEL COTCHILLY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 14, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant

Date of Decision: June 14, 2013

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

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 and penalties for late rent in the amount of \$2294.15. The monthly rent for the premises is \$1605 and the applicant holds a security deposit of \$1340. The applicant asked that the late fees from February 28, 2013 to present be reversed as it is the landlord's policy to not charge late rent penalties to tenants receiving income assistance. Those late fees total \$120, reducing the amount sought to \$2174.15.

The applicant stated that they would be satisfied to continue the tenancy provided the rent arrears and the July rent were paid on or before July 15, 2013.

I find the respondents in breach of their obligation to pay rent. Reversing the late fees I find the rent arrears to be \$2174.15. In my opinion, there are sufficient grounds to terminate the tenancy

agreement on July 15, 2013 unless the rent arrears and the July, 2013 rent are paid. I find that amount to be \$3779.15 calculated as follows:

Balance as per statement	\$2294.15
Less late fees	(120.00)
July, 2013 rent	<u>1605.00</u>
Total	\$3779.15

An order shall issue requiring the respondents to pay the applicant rent arrears of \$2174.15 and terminating the tenancy agreement on July 15, 2015 unless the rent arrears and the July rent in the total amount of \$3779.15 are paid in full.

An eviction order to be effective on July 16, 2013 unless the rent arrears and the July, 2013 rent are paid in full on or before July 15, 2013 shall be issued separately.

Hal Logsdon
Rental Officer