

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**FLORITA WASHIE AND JASON WETRADE**, 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 -

**FLORITA WASHIE AND JASON WETRADE**

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 and penalties for late rent payment in the amount of six thousand two hundred forty dollars (\$6240.00).
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 5432 - 52nd Street, Yellowknife, NT shall be terminated on July 24, 2013 and the respondents shall vacate the premises on that date unless the rent arrears and late rent penalties are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of July,  
2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**FLORITA WASHIE AND JASON WETRADE**, 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-

**FLORITA WASHIE AND JASON WETRADE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 5, 2013

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

**Appearances at Hearing:** Connie Diener, representing the applicant

**Date of Decision:** July 5, 2013

**REASONS FOR DECISION**

The respondents were personally served with Notices of Attendance but failed to appear at the hearing. 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 rent arrears were paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent and late payment penalties owing in the amount of \$6240. The monthly rent for the premises is \$1980 and the applicant holds a security deposit of \$1945. Previous orders issued to pay rent arrears have been satisfied.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears and late payment penalties to be \$6240 and find the penalties applied to be in accordance with the Act. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and late payment penalties are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears and penalties for late rent payment in the amount of \$6240 and terminating the tenancy agreement on July 24, 2013 unless the rent arrears and penalties are paid in full. An eviction order to be effective on

July 25, 2013 unless the rent arrears and penalties are paid in full on or before July 24, 2013 shall be issued separately.

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Hal Logsdon  
Rental Officer