

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JASON BERENS**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") as amended;

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 -

JASON BERENS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand eight hundred four dollars (\$2804.00). The respondent shall pay the rent arrears in monthly payments of seven hundred dollars (\$700.00) payable on the 15th day of every month until the rent arrears are paid in full. The first payment shall be due on July 15, 2013.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of July, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JASON BERENS**, 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-

JASON BERENS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 14, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Jason Berens, respondent

Date of Decision: June 14, 2013

REASONS FOR DECISION

The application was filed against Darrow Andrews and Jason Borons as joint tenants. Mr. Jason Berens attended the hearing as respondent and confirmed the correct spelling of his name. Mr. Berens also stated that he and Mr. Andrews had requested the landlord's approval to assign the tenancy agreement to Mr. Berens as sole tenant and that Mr Andrews no longer lived in the premises and was residing in Nova Scotia. The applicant had no record of any assignment and elected to proceed against Mr. Berens alone. The style of cause of this order has been amended to reflect the proper spelling of Mr. Beren's name and naming him as the sole respondent.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant 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 paid in full.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2804.

The respondent did not dispute the allegations and stated that he would pay the rent plus an additional \$700 every month until the rent arrears were paid in full. The applicant was willing to continue the tenancy agreement if the respondent paid the arrears in accordance with that proposal and withdrew their request for an order terminating the tenancy agreement.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$2804. An order shall issue requiring the respondent to pay the applicant rent arrears of \$2804 in monthly installments of \$700 payable on the 15th day of every month until the arrears are paid in full. The first payment shall be due on July 15, 2013. The respondent shall also be ordered to pay the monthly rent on time.

Should the respondent fail to pay the rent arrears in accordance with this order or fail to pay the monthly rent on time, the applicant may file an application seeking the lump sum of any balance owing and termination of the tenancy agreement.

Hal Logsdon
Rental Officer