

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
BRENNAN TKACHUK AND SYLVIA CHARLO, Respondents;

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 -

BRENNAN TKACHUK AND SYLVIA CHARLO

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of four thousand four hundred ninety three dollars and fifty cents (\$4493.50). The respondents shall pay the rent arrears in monthly payments of five hundred dollars (\$500.00) 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 respondents 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
BRENNAN TKACHUK AND SYLVIA CHARLO, 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-

BRENNAN TKACHUK AND SYLVIA CHARLO

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
Brennan Tkachuk, 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. The applicant 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 in full.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$4493.50.

The respondent did not dispute the allegations and stated that they would pay the rent plus an additional \$500 every month until the rent arrears were paid in full. The applicant was willing to continue the tenancy agreement if the respondents paid the arrears in accordance with that proposal and withdrew their request for an order terminating the tenancy agreement.

I find the respondents in breach of their obligation to pay rent and find rent arrears of \$4493.50.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$4493.50 in monthly installments of \$500 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 respondents shall also be ordered to pay the monthly rent on time.

Should the respondents 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