

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MOHAMUD ALI, Respondent;

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 -

MOHAMUD ALI

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of nine hundred nine dollars and fifty cents (\$909.50).
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 203, 5001 - 52nd Avenue, Yellowknife, NT shall be terminated on November 15, 2013 and the respondent shall vacate the premises on that date unless the rent arrears and the November, 2013 rent in the total amount of two thousand four hundred forty four dollars and fifty cents (\$2444.50) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of October,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MOHAMUD ALI, 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-

MOHAMUD ALI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 17, 2013**

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

Appearances at Hearing: **Connie Diener, representing the applicant**
 Mohamud Ali, respondent (by telephone)

Date of Decision: **October 17, 2013**

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of the rent account which indicated a balance of rent owing of \$2109.50. The monthly rent for the premises is \$1535. The applicant holds a security deposit of \$1500.

The respondent disputed the amount owing, stating that he made a payment earlier that day of \$1200. The applicant acknowledged the payment and amended the amount of rent arrears owing to \$909.50.

I find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$909.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$909.50 and terminating the tenancy agreement on November 15, 2013 unless the rent arrears and the rent for November, 2013 in the total amount of \$2444.50 are paid in full.

I calculate that amount as follows:

Rent arrears	\$909.50
November/13 rent	<u>1535.00</u>
Total	\$2444.50

An eviction order to be effective on November 16, 2013 unless the rent arrears and the November, 2013 rent totalling \$2444.50 are paid in full shall be issued separately.

Hal Logsdon
Rental Officer