

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
CALVIN ROMIE, 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 -

CALVIN ROMIE

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 two thousand two hundred forty seven dollars (\$2247.00).
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 5456 - 52nd Street, Yellowknife, NT shall be terminated on January 15, 2014 unless the rent arrears and the rent for January, 2014 in the total amount of four thousand two hundred twenty seven

dollars (\$4227.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of
December, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
CALVIN ROMIE, 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-

CALVIN ROMIE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 13, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant

Date of Decision: December 13, 2013

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

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.

The applicant provided a statement of the rent account in evidence which indicated a balance owing of \$2402. The monthly rent for the premises is \$1980 and the applicant holds a security deposit of \$2100.

The security deposit held by the applicant is in excess of the amount permitted. Section 14(1) of the *Residential Tenancies Act* limits security deposits for monthly tenancy agreements to one months rent which was \$1945 at the commencement of this tenancy. I shall credit the excess security deposit held to rent.

Security deposit held	\$2100
Security deposit permitted	<u>1945</u>
Difference credited to rent	\$155

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2247.

Balance as per ledger	\$2402
less S/D credit	<u>(155)</u>
Rent arrears	\$2247

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2247 and terminating the tenancy agreement on January 15, 2014 unless the rent arrears and the January, 2014 rent in the total amount of \$4227 are paid in full.

An eviction order to be effective on January 16, 2014 unless the rent arrears and the January, 2014 rent in the total amount of \$4227 are paid in full on or before January 15, 2014 shall be issued separately.

Hal Logsdon
Rental Officer