

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MICHAELA NEGLAK-VOSS AND NORMAN PLANTE, 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 -

MICHAELA NEGLAK-VOSS AND NORMAN PLANTE

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 in the amount of nine thousand four hundred two dollars (\$9402.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as B303, 900 Lanky Court, Yellowknife, NT shall be terminated on January 31, 2014 and the respondents shall vacate the premises on that date unless the rent arrears, penalties for late rent and the rent

for January, 2014 in the total amount of eleven thousand two hundred thirty two dollars (\$11,232.00) 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
MICHAELA NEGLAK-VOSS AND NORMAN PLANTE, 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-

MICHAELA NEGLAK-VOSS AND NORMAN PLANTE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 13, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Michaela Neglak-Voss, respondent

Date of Decision: December 13, 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 penalties for late rent and terminating the tenancy agreement and evicting the respondents.

The applicant provided a statement in evidence which indicated a balance of rent and penalties for late rent in the amount of \$9402. The monthly rent for the premises is \$1830 and the applicant holds a security deposit of \$1795.

The respondent did not dispute the allegations and stated that she could pay \$2000 by December 20, 2013 and the balance by January 31, 2014. The applicant stated that they would agree to continue the tenancy if the rent arrears, late payment penalties and the January rent were paid on or before January 31, 2014.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$9402. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and penalties for late rent are paid.

An order shall issue requiring the respondents to pay the applicant rent arrears and penalties for late rent in the amount of \$9402 and terminating the tenancy agreement on January 31, 2014 unless the rent arrears and the rent for January, 2014 in the total amount of \$11,232 are paid in

full.

An eviction order to be effective on February 1, 2014 unless the rent arrears and the January, 2014 rent, totalling \$11,232 are paid on or before January 31, 2014 shall be issued separately.

Hal Logsdon
Rental Officer