

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JOHN CLEARY**, 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 -

JOHN CLEARY

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 fifty dollars (\$2050.00). The rent arrears shall be paid in monthly installments of three hundred dollars (\$300.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on December 31, 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 14th day of January, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JOHN CLEARY**, 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-

JOHN CLEARY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 27, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
John Cleary, respondent

Date of Decision: November 27, 2013

REASONS FOR DECISION

The respondent's name was incorrectly spelled on the application. The style of cause of the order reflects the proper name of the 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.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$2050. The monthly rent for the premises is \$1315 and the applicant holds a security deposit of \$1315.

The respondent did not dispute the allegations and agreed to pay the monthly rent on time plus an additional \$300 each month until the rent arrears are paid in full. The applicant withdrew the request for an order terminating the tenancy agreement in favour of an order requiring the payment of the arrears in monthly payments of \$300 and an order to pay the monthly rent on time.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$2050. An order shall issue requiring the respondent to pay the applicant rent arrears of \$2050 in monthly payments of \$300 and to pay future rent on time. The monthly arrears payments shall be due on the last day of every month until the arrears are paid in full. The

first payment of arrears shall be due on December 31, 2013. This decision was provided to the parties at the conclusion of the hearing.

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

Hal Logsdon
Rental Officer