

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**MARTIN YOUNG AND QUENTIN REEVES**, 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 -

**MARTIN YOUNG AND QUENTIN REEVES**

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 two thousand six hundred ninety four dollars (\$2694.00) in two payments.
  - a) The first payment of nine hundred eighteen dollars (\$918.00) shall be due no later than February 15, 2014 and,
  - b) the final payment of one thousand seven hundred seventy six dollars (\$1776) shall be due no later than March 31, 2014.
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 304, 600 Gitzel

Street, Yellowknife, NT shall be terminated on February 15, 2014 unless the rent for February, 2014 and the first payment of the rent arrears in the total amount of two thousand seven hundred thirty six dollars (\$2736.00) have been paid to the applicant.

3. 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 304, 600 Gitzel Street, Yellowknife, NT shall be terminated on March 31, 2014 unless, in addition to the amounts set out in (2), the rent for March, 2014 and the remainder of the of the rent arrears in the total amount of three thousand five hundred ninety four dollars (\$3594.00) have been paid to the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of January, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**MARTIN YOUNG AND QUENTIN REEVES**, 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-

**MARTIN YOUNG AND QUENTIN REEVES**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 8, 2014

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

**Appearances at Hearing:** Connie Diener, representing the applicant  
Martin Young, respondent

**Date of Decision:** January 8, 2014

**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.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$2694. The monthly rent for the premises is \$1818 and the applicant holds a security deposit of \$1175.

The respondent did not dispute the amount owing and stated that they could pay the arrears and the rents for February and March on or before March 31, 2014. The parties agreed on the following repayment schedule:

On or before February 15, 2014 the respondents will pay the February rent (\$1818) plus a portion of the rent arrears (\$918) for a total of \$2736. If these payments are not made on or before February 15, 2014, the tenancy agreement will be terminated on that date.

Assuming the previous payments are made and the tenancy continues, on or before March 31, 2014 the respondents will pay the March rent (\$1818) plus the remainder of the rent arrears (\$1776) for a total of \$3594. If these payments are not made on or before March 31, 2014, the tenancy agreement will be terminated on that date.

If followed, the agreed upon schedule will result in a zero balance at March 31, 2014 with the exception of any late rent penalties applied.

Current arrears	\$2694
February rent	1818
Pmts due no later than Feb 15/4 (\$1818 + \$918)	(2736)
March rent	1818
Pmts due no later than March 31/14 (\$1818 + \$1776)	<u>(3594)</u>
Balance at March 31/14 (not including late payment penalties)	\$0

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$2694. An order shall issue requiring the respondents to pay the rent arrears and terminating the tenancy agreement in accordance with the agreed upon schedule.

An eviction order to be effective on February 16, 2014 or April 1, 2014 unless the ordered payments are made shall be issued separately.

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Hal Logsdon  
Rental Officer