

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

NHAMO JOHN PERAI

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 one thousand four hundred twenty one dollars and thirty five cents (\$1421.35).
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 29, 5601 - 50th Avenue, Yellowknife, NT shall be terminated on May 9, 2014 and the respondent shall vacate the premises on that date unless the rent arrears and the rent for May, 2014

totalling three thousand five hundred one dollars and thirty five cents (\$3501.35) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of May, 2014.

Hal Logsdon
Rental Officer

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

NHAMO JOHN PERAI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 24, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Marie Laberge, representing the applicant
Nhamo John Perai, respondent

Date of Decision: April 24, 2014

REASONS FOR DECISION

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 of rent owing in the amount of \$1421.35. The monthly rent for the premises is \$2080 and the applicant holds a security deposit of \$1925.

The respondent did not dispute the allegations.

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 \$1421.35. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1421.35 and terminating the tenancy agreement on May 9, 2014 unless the rent arrears and the rent for May, 2014 totalling \$3501.35 are paid in full.

An eviction order to be effective on May 10, 2014 unless the rent arrears and the May, 2014 rent totalling \$3501.35 are paid in full on or before May 9, 2014 shall be issued separately.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer