

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
PAULINE WATLER AND ASHLEY WATLER, 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 -

PAULINE WATLER AND ASHLEY WATLER

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 in the amount of five thousand five hundred sixty six dollars and eighty four cents (\$5566.84).
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 5460 - 52nd Street, Yellowknife, NT shall be terminated on May 31, 2014 and the respondents shall vacate the premises on that date unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of May,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
PAULINE WATLER AND ASHLEY WATLER, 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-

PAULINE WATLER AND ASHLEY WATLER

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 14, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Marie Laberge, representing the applicant
Pauline Watler, respondent

Date of Decision: May 14, 2014

REASONS FOR DECISION

The respondents' family name was misspelled on the application. This order reflects the correct spelling of their name.

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.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$5566.84.

The respondent did not dispute the allegation and stated that she would be able to pay the full amount by May 31, 2014. The applicant agreed to continue the tenancy agreement if the rent arrears were paid in full by that date.

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 \$5566.84. 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 respondents to pay the applicant rent arrears in the amount of \$5566.84 and terminating the tenancy agreement on May 31, 2014 unless the arrears are paid in

full. An eviction order to be effective on June 1, 2014 unless the rent arrears of \$5566.84 are paid on or before May 31, 2014 shall be issued separately.

Hal Logsdon
Rental Officer