IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **PATRICE BRIDEAU AND MARY DRYNECK**, 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 -

#### PATRICE BRIDEAU AND MARY DRYNECK

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 two thousand four hundred sixteen dollars and eleven cents (\$2416.11).
- 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 118, 492 Range Lake Road, Yellowknife, NT shall be terminated on July 15, 2014 and the respondents shall vacate the premises on that date unless the rental arrears of two thousand four hundred sixteen dollars and eleven cents (\$2416.11) have been paid in full.

3.	Pursuant to section 41(4)(b) of the Residential Tenancies Act, the respondents shall pay	
	future rent on time.	
	DATED at the City of Yellowknife, in the Northwest Territories this 27th day of June,	
2014.	1.	
	Hal Logsdon	
	Rental Office	

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **PATRICE BRIDEAU AND MARY DRYNECK**, 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-

### PATRICE BRIDEAU AND MARY DRYNECK

Respondents/Tenants

# **REASONS FOR DECISION**

**Date of the Hearing:** June 25, 2014

Place of the Hearing: Yellowknife, NT

**Appearances at Hearing:** Aya Burshan, representing the applicant

Patrice Brideau, respondent

**Date of Decision:** June 25, 2014

# **REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and 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 \$2416.11. The monthly rent for the premises is \$1770.

The respondent did not dispute the allegations and stated that he could pay the balance before the end of the week. The applicant stated that they would be willing to continue the tenancy if the rent arrears were paid on or before July 15, 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 \$2416.11. 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 of \$2416.11 and terminating the tenancy agreement on July 15, 2014 unless those rent arrears have been paid in

- 3 -

full. An eviction order to be effective on July 16, 2014 unless the rent arrears of \$2416.11 are

paid on or before July 15, 2014 shall be issued separately. The respondents are also ordered to

pay the monthly rent on time in the future.

Hal Logsdon Rental Officer