

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
GORDON SIMPSON AND EVA NITSIZA, 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 -

GORDON SIMPSON AND EVA NITSIZA

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 one thousand seven hundred ninety five dollars (\$1795.00).
2. Pursuant to sections 41(4)(c) of 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 305, 4905 - 54th Avenue, Yellowknife, NT shall be terminated on October 31, 2014 and the respondents shall vacate the premises on that date, unless the rent arrears are 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 15th day of October,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
GORDON SIMPSON AND EVA NITSIZA, 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-

GORDON SIMPSON AND EVA NITSIZA

Respondents/Tenants

REASONS FOR DECISION

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

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

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

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

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

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 unless the rent arrears were paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing of \$1795. The monthly rent for the premises is \$1365. A previous order (file #10-13978, filed on April 7, 2014) has been satisfied the tenancy agreement reinstated.

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 \$1795. 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 \$1795 and terminating the tenancy agreement on October 31, 2014 unless those arrears are paid in full. The respondents shall also be ordered to pay future rent on time.

Hal Logsdon
Rental Officer