

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JULIE ANNE CARTER**, 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 -

JULIE ANNE CARTER

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 three thousand one hundred sixty three dollars (\$3163.00).
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 5433 - 52nd Street, Yellowknife, NT shall be terminated on March 31, 2015 and the respondent shall vacate the premises on that date, unless the rent arrears and the rents for February and March, 2015 in the total amount of six thousand eight hundred thirty three dollars (\$6833.00) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of January, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JULIE ANNE CARTER**, 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-

JULIE ANNE CARTER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 7, 2015

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Metslal Mesgun, representing the applicant
Julie Anne Carter, respondent

Date of Decision: January 7, 2015

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 which indicated a balance of rent owing in the amount of \$3163. The monthly rent for the premises is \$1835.

The respondent did not dispute the allegations. She stated that she could pay the monthly rent plus an additional \$200/month until the rent arrears were paid. The applicant suggested that such a long repayment plan was unreasonable and stated that they would be satisfied to continue the tenancy agreement if the rent arrears were paid by March 31, 2015 and the monthly rent was paid on time. The respondent stated that she could pay the arrears by March 31 as she was expecting a tax refund and was receiving support through the *Income Security Program*.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$3163. In my opinion, there are sufficient grounds to terminate the tenancy agreement on March 31, 2015 unless the rent arrears and the February and March rents are paid on or before that date. I calculate that amount of be \$6833 as follows:

Rent arrears	\$3163
February/15 rent	1835
March rent	<u>1835</u>
Total	\$6833

An order shall issue requiring the respondent to pay the applicant \$3163 and terminating the tenancy agreement on March 31, 2015 unless the respondent pays the applicant \$6833 on or before that date. The respondent is also ordered to pay future rent on time.

An eviction order to be effective on April 1, 2015 unless the rent arrears, February rent and March rent in the total amount of \$6833 are paid on or before March 31, 2015 shall be issued separately.

Hal Logsdon
Rental Officer