

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
VIOLET BISCAYE AND ELIZABETH MARIE NATAWAY, 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 -

VIOLET BISCAYE AND ELIZABETH MARIE NATAWAY

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 three hundred thirty six dollars (\$2336.00).
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 Apartment 111, 48 Con Road, Yellowknife, NT shall be terminated on January 31, 2015 and the respondents shall vacate the premises on that date unless the rent arrears totalling two thousand three hundred thirty six dollars (\$2336.00) 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 8th day of January, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
VIOLET BISCAYE AND ELIZABETH MARIE NATAWAY, 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-

VIOLET BISCAYE AND ELIZABETH MARIE NATAWAY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 7, 2015

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Metslal Mesgun, representing the applicant
Violet Biscaye, respondent

Date of Decision: January 7, 2015

REASONS FOR DECISION

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 of \$2336. The monthly rent for the premises is \$1630.

The respondent did not dispute the allegation and stated that she would be able to pay the full balance owing on or before January 31, 2015. The applicant agreed to continue the tenancy agreement provided the rent arrears were paid.

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 \$2336. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid on or before January 31, 2015.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$2336 and terminating the tenancy agreement on January 31, 2015 unless those arrears are paid in full. The respondents are also ordered to pay future rent on time.

An eviction order to be effective on February 1, 2015 unless the rent arrears of \$2336 are paid on

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or before January 31, 2015 shall be issued separately

Hal Logsdon
Rental Officer