

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **AARON DIRK SINGERLING**, 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 -

**AARON DIRK SINGERLING**

Respondent/Tenant

**ORDER AND EVICTION 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 one thousand nine hundred sixty eight dollars (\$1968.00).
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 110, 490 Range Lake Road, Yellowknife, NT shall be terminated on November 30, 2015 and the respondent shall vacate the premises on that date unless rent arrears in the amount of one thousand nine hundred sixty eight dollars (\$1968.00) are paid in full.

3. Pursuant to section 63(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as Apartment 110, 490 Range Lake Road, Yellowknife, NT on December 1, 2015 unless rent arrears in the amount of one thousand nine hundred sixty eight dollars (\$1968.00) are paid in full on or before November 30, 2015.
4. 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 29th day of October, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **AARON DIRK SINGERLING**, 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-

**AARON DIRK SINGERLING**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 28, 2015**

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

**Appearances at Hearing:**                      **Aya Burshan, representing the applicant**  
**Aaron Dirk Singerling, respondent**

**Date of Decision:**                      **October 28, 2015**

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the rent arrears were promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent and penalties for late rent in the amount of \$1968. The monthly rent for the premises is \$1000. The statement indicates that the respondent has been continuously in arrears since April 2, 2015 and that no payments of rent have been made since September 30, 2015. The respondent has been sent numerous notices concerning the arrears.

The respondent stated that he suffered an injury and had been unable to work. He stated that he would not be returning to work until December but had applied for *Employment Insurance* and expected to be approved shortly. He stated that he could pay the rent arrears in installments of about \$400/month in addition to the rent.

The respondent was willing to continue the tenancy until November 30, 2015 but wanted to terminate the tenancy agreement at that time unless the rent arrears were paid or the respondent was making a reasonable effort to retire the debt and pay the monthly rent when it was due.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find

rent arrears of \$1968. In my opinion, there are sufficient grounds to terminate the tenancy agreement and eviction is justified unless the rent arrears are paid on or before November 30, 2015.

An order shall issue requiring the respondent to pay the applicant rent arrears and terminating the tenancy agreement on November 30, 2015 unless the rent arrears of \$1968 are paid in full. An eviction order to be effective on December 1, 2015 unless the rent arrears of \$1968 are paid on or before November 30, 2015 shall also be issued along with an order to pay future rent on time.

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Hal Logsdon  
Rental Officer