

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
BARBARA BRULE, 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 -

BARBARA BRULE

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 one thousand six hundred thirty one dollars and thirty one cents (\$1631.31).
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, 490 Range Lake Road, Yellowknife, NT shall be terminated on May 28, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of one thousand six hundred thirty one dollars and thirty one cents (\$1631.31) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of May,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
BARBARA BRULE, 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-

BARBARA BRULE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 4, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Barbara Brule, respondent

Date of Decision: May 4, 2011

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 arrears were paid in full.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1631.31. The monthly rent for the premises is \$1365.

The respondent did not dispute the allegations and stated that she could pay the full amount by May 28, 2011. That date was acceptable to the applicant.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1631.31. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid by May 28, 2011.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1631.31 and terminating the tenancy agreement on May 28, 2011 unless the rent arrears are paid in full.

An eviction order shall be issued separately.

Hal Logsdon
Rental Officer