

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
CYNTHIA DRYBONES, 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 -

CYNTHIA DRYBONES

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 nine hundred twenty five dollars (\$1925.00).
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 304, 4905 - 54th Avenue, Yellowknife, NT shall be terminated on June 10, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for June, 2011 in the total amount of three thousand two hundred seventy five dollars (\$3275.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of May,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
CYNTHIA DRYBONES, 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-

CYNTHIA DRYBONES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 25, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: May 25, 2011

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was heard in her absence.

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 alleged arrears were paid in full.

The applicant provided a statement of the rent account which indicted a balance of rent owing in the amount of \$1925. The monthly rent for the premises is \$1350. A previous order (file #10-11911, filed on February 3, 2011) has been satisfied.

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 \$1925. 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 respondent to pay the applicant rent arrears in the amount of \$1925. The tenancy agreement between the parties shall be terminated on June 10, 2011 unless the respondent has paid the rent arrears and the rent for June, 2011 in full. I calculate that amount to be \$3275.

An eviction order shall be issued separately and shall be effective if the rent arrears and the June, 2011 rent have not been paid in full on or before June 10, 2011.

Hal Logsdon
Rental Officer