

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
SHELLY KAPAKATOAK, 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 -

SHELLY KAPAKATOAK

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 three hundred ninety four dollars (\$1394.00).
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 104, 5202 - 49th Street, Yellowknife, NT shall be terminated on July 15, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears and the July, 2011 rent in the total amount of two thousand seven hundred eighty nine dollars (\$2789.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of June,
2011.

Hal Logsdon
Rental Officer

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SHELLY KAPAKATOAK, 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-

SHELLY KAPAKATOAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 15, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Janet Stephenson, representing the respondent

Date of Decision: June 15, 2011

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, terminating the tenancy agreement and evicting the tenant unless the rent arrears were paid in full.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1394. The monthly rent for the premises is \$1395. The applicant stated that the full amount of the required security deposit had been paid.

The respondent's representative did not dispute the allegations and stated that the respondent could pay the rent arrears and the July, 2011 rent by July 15, 2011. The applicant accepted that payment schedule.

I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1394. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the July, 2011 rent are paid on or before July 15, 2011. I calculate that amount to be \$2789.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1394 and terminating the tenancy agreement on July 15, 2011 unless the rent arrears and the

July, 2011 rent in the total amount of \$2789 are paid in full. An eviction order, which will come into effect on July 16, 2011 unless this order is satisfied, will be issued separately.

Hal Logsdon
Rental Officer