

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **HANNA PANILOO**, 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 -

HANNA PANILOO

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 two dollars and ninety cents (\$1632.90).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **HANNA PANILOO**, 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-

HANNA PANILOO

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
Hanna Paniloo, 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 \$1632.90. The applicant stated that the full amount of the required security deposit had been paid.

The respondent did not dispute the allegations and stated that she was in the process of moving out of the apartment. She stated that she intended give up possession on June 20, 2011.

I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1632.90. Given the respondent's intention to give up possession, there is no requirement for a termination or eviction order.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1632.90.

Hal Logsdon
Rental Officer