

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MARTHA STEWART, 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 -

MARTHA STEWART

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 two thousand five hundred seventy five dollars (\$2575.00).
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 204, 48 Con Road, Yellowknife, NT shall be terminated on June 30, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears and outstanding security deposit in the total amount of two thousand nine hundred sixty eight dollars and seventy five cents

(\$2968.75) are paid in full.

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
MARTHA STEWART, 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-

MARTHA STEWART

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
Martha Stewart, 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 and by failing to provide the full amount of the required security deposit. 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 and security deposit were paid in full.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2575 and a balance of security deposit owing of \$393.75.

The respondent did not dispute the allegations.

I find the respondent in breach of her obligation to pay rent and her obligation to provide the full amount of the required security deposit. I find the rent arrears to be \$2575 and the outstanding balance of the security deposit to be \$393.75.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and security deposit are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2575 and terminating the tenancy agreement on June 30, 2011 unless the rent arrears and security deposit in the total amount of \$2968.75 are paid in full. An eviction order which will

come into effect on July 1, 2011 unless this order is satisfied on or before June 30, 2011 will be issued separately.

Hal Logsdon
Rental Officer