

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JOSIE RABESCA AND CARLA RABESCA**, Respondents;

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 -

JOSIE RABESCA AND CARLA RABESCA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand four hundred ninety one dollars and ninety nine cents (\$2491.99).
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 301, 900 Lanky Court, Yellowknife, NT shall be terminated on October 31, 2011 and the respondents shall vacate the premises on that date, unless rent arrears of one thousand seven hundred seventy dollars (\$1770.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of October, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JOSIE RABESCA AND CARLA RABESCA**, Respondents.

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-

JOSIE RABESCA AND CARLA RABESCA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: October 12, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Carla Rabesca, respondent
Tammy Greenwald, representing the respondent

Date of Decision: October 12, 2011

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents unless the rent arrears are paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2491.99. The applicant stated that the security deposit had been paid in full. The monthly rent and the required security deposit were both \$1770.

The respondent stated that she was receiving income support. The applicant acknowledged that the income security program had paid the full rent in August and September, 2011. The respondent stated that she had applied for assistance for the October, 2011 rent.

I find the ledger in order and find rent arrears of \$2491.99. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the October, 2011 rent of \$1770 is paid. The parties can make arrangements for the timely payment of the remainder.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$2491.99 and terminating the tenancy agreement on October 31, 2011 unless the October rent of \$1770 is paid in full. The respondents are also ordered to pay future rent on time. An eviction order to be

effective on November 1, 2011 unless the October rent of \$1770 is paid on or before October 31, 2011 shall be issued separately.

Hal Logsdon
Rental Officer