

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **RACHEL ZOE**, 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 -

RACHEL ZOE

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 three thousand five hundred eighteen dollars and fifty cents (\$3518.50).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 213, 5465 52nd Street, Yellowknife, NT shall be terminated on January 5, 2012 and the respondent shall vacate the premises on that date unless the rent arrears and the rent for January, 2012 in the total amount of five thousand eighty eight dollars and fifty cents (\$5088.50) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of December, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
RACHEL ZOE, 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-

RACHEL ZOE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 14, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Rachel Zoe, respondent

Date of Decision: December 14, 2011

REASONS FOR DECISION

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 rent arrears were paid.

The applicant provided a statement of the rent account which indicated a balance of rent and penalties for late rent owing in the amount of \$3518.50. The monthly rent for the premises is \$1570.

The respondent did not dispute the allegations.

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 \$3518.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent unless the rent is promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3518.50 and terminating the tenancy agreement on January 5, 2012 unless the rent arrears and the January, 2012 rent in the total amount of \$5088.50 are paid in full.

An eviction order to be effective on January 6, 2012 unless the arrears and January, 2012 rent are paid on or before January 5, 2012 shall be issued separately.

Hal Logsdon
Rental Officer