

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LILIAN KANAYOK**, 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 -

**LILIAN KANAYOK**

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 three hundred thirty two dollars and fifty cents (\$3332.50).
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 5413 52nd Street, Yellowknife, NT shall be terminated on October 31, 2014 and the respondent shall vacate the premises on that date unless the rent arrears and the October, 2014 rent in the total amount of five thousand two hundred twenty seven dollars and fifty cents (\$5227.50) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of September, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LILIAN KANAYOK**, 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-

**LILIAN KANAYOK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 17, 2014

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Aya Burshan, representing the applicant

**Date of Decision:** September 17, 2014

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The respondent's family name was incorrectly spelled on the application. The order shall reflect the correct spelling of her name.

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 owing of \$3332.50. The applicant stated that they would be willing to continue the tenancy agreement if the rent arrears and the October rent were paid on or before October 31, 2014.

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 \$3332.50. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3332.50 and terminating the tenancy agreement on October 31, 2014 unless those arrears and the October rent

in the total amount of \$5227.50 are paid in full. I calculate that amount as follows:

Balance as per statement	\$3332.50
October/14 rent	<u>1895.00</u>
Total	\$5227.50

An eviction order to be effective on November 1, 2014 unless the rent arrears and the October rent are paid in full on or before October 31, 2014 shall be issued separately.

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Hal Logsdon  
Rental Officer