

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
PAULINE WILLIAH, 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 -

PAULINE WILLIAH

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 seven hundred ninety six dollars (\$1796.00).
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 5452 - 52 Street, Yellowknife, NT shall be terminated on May 2, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears and the May, 2011 rent in the total amount of three

thousand five hundred eighty one dollars (\$3581.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of April,
2011.

Hal Logsdon
Rental Officer

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PAULINE WILLIAH, 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-

PAULINE WILLIAH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 13, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: April 13, 2011

REASONS FOR DECISION

An adult resident who apparently lives with the respondent was personally served with a Notice of Attendance at the rental premises. The respondent failed to appear at the hearing and the hearing was held in her absence.

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, terminating the tenancy agreement and evicting the respondent unless the rent arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1796. The monthly rent for the premises is \$1785.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1796. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1796 and terminating the tenancy agreement on May 2, 2011 unless those rent arrears and the rent for May, 2011 in the total amount of \$3581 are paid in full. An order evicting the respondent unless this order is satisfied shall be issued separately.

Hal Logsdon
Rental Officer