

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
STEPHANIE FOX, 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 -

STEPHANIE FOX

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 three hundred fifty nine dollars (\$1359.00).
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 315, 490 Range Lake Road, Yellowknife, NT shall be terminated on June 15, 2011 and the respondent shall vacate the premises on that date, unless rent arrears in the amount of one thousand three hundred fifty nine dollars (\$1359.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of May,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
STEPHANIE FOX, 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-

STEPHANIE FOX

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 25, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Stephanie Fox, respondent

Date of Decision: May 25, 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, 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 \$1359. The monthly rent for the premises is \$1375. The applicant stated that the security deposit had been paid in full.

The respondent did not dispute the allegations and stated that she could pay the arrears in full on or before June 15, 2011. The applicant agreed to continue the tenancy if the arrears were paid by that date.

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 \$1359. 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 of \$1359 and terminating the tenancy agreement on June 15, 2011 unless those arrears are paid in full. An eviction order shall issue separately and shall become effective on June 16, 2011 if the arrears are not paid and the respondent remains in possession of the premises.

Hal Logsdon
Rental Officer