

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **SUSIE KOMAK**, 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 -

SUSIE KOMAK

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 four hundred forty six dollars (\$3446.00).
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 106, 5202 - 49th Street, Yellowknife, NT shall be terminated on July 15, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears and the July, 2011 rent in the total amount of four thousand eight hundred six dollars (\$4806.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of June, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **SUSIE KOMAK**, 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-

SUSIE KOMAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 15, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: June 15, 2011

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears, terminating the tenancy agreement and evicting the tenant unless the rent arrears were paid in full.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3446. The monthly rent for the premises is \$1360. The applicant suggested a termination date of July 15, 2011 unless the rent arrears and the July, 2011 rent was paid in full.

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 \$3446. In my opinion, there are sufficient grounds to terminate the tenancy agreement on July 15, 2011 unless the rent arrears and the July, 2011 rent are paid in full on or before that date.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3446 and terminating the tenancy agreement on July 15, 2011 unless the rent arrears and the July, 2011 rent are paid in full. I calculate that amount to be \$4806. An eviction order which will

- 3 -

become effective on July 16, 2011 unless the rent arrears and the July, 2011 rent are paid in full on or before July 15, 2011 shall be issued separately.

Hal Logsdon
Rental Officer