

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **TANYA MCLEOD**, 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 -

TANYA MCLEOD

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 four thousand one hundred fifty five dollars and thirty three cents (\$4155.33).
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 5456 52nd Street shall be terminated on December 13, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears and the December, 2011 rent in the total amount of six

thousand five dollars and thirty three cents (\$6005.33) are paid in full.

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DATED at the City of Yellowknife, in the Northwest Territories this 24th day of
November, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **TANYA MCLEOD**, 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-

TANYA MCLEOD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 23, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: November 24, 2011

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. Although at the time of the hearing I did not have confirmation that she had received the item, she was notified by Canada Post that the item was available for her to pick up at the post office. I also contacted the respondent by phone on November 22, 2011 and advised her of the date, location and time of the hearing. The respondent failed to appear at the hearing and the hearing was held in her absence. In my opinion, it is reasonable to deem the notice served pursuant to section 71(5) of the *Residential Tenancies Act*.

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 arrears were paid.

The applicant provided a statement of the rent account which indicated a balance of rent and penalties for late rent in the amount of \$4155.33. The monthly rent for the premises is \$1850.

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 \$4155.33. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$4155.33 and terminating the tenancy agreement on December 13, 2011 unless the rent arrears and the December, 2011 rent in the total amount of \$6005.33 are paid in full. An eviction order to be effective on December 14, 2011 shall be issued separately.

Hal Logsdon
Rental Officer