

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**SAMANTHA KALINEK**, 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 -

**SAMANTHA KALINEK**

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 five thousand one hundred two dollars and seventy cents (\$5102.70).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 103, 42 Con Road, Yellowknife, NT shall be terminated on February 21, 2012 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of February,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**SAMANTHA KALINEK**, 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-

**SAMANTHA KALINEK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 3, 2012

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

**Appearances at Hearing:** Maigan Lefrancois, representing the applicant  
Samantha Kalinek, respondent  
Arlene Hache, representing the respondent

**Date of Decision:** February 3, 2012

**REASONS FOR DECISION**

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 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 owing in the amount of \$5102.70. The monthly rent for the premises is \$1675. The applicant stated that the required security deposit had been paid in full.

The respondent's representative did not dispute the allegations and stated that she believed the respondent could access assistance which would enable her to pay the arrears in full on or before February 21, 2012. She asked that any termination or eviction order issued provide the respondent that amount of time to resolve the issue. The applicant agreed with the proposed time frame for payment.

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 \$5102.70. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent 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 \$5102.70 and terminating the tenancy agreement on February 21, 2012 unless the rent arrears are

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paid in full. An eviction order to be effective on February 22, 2012 unless the rent arrears are paid in full shall be issued separately.

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Hal Logsdon  
Rental Officer