

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
SHARON MENACHO, 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 -

SHARON MENACHO

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 seventy dollars and five cents (\$1070.05).
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 104, 42 Con Road, Yellowknife, NT shall be terminated on April 16, 2012 and the respondent shall vacate the premises on that day unless the rent arrears and the April, 2012 rent in the total amount of two thousand four hundred thirty dollars and five cents (\$2430.05) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of March,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
SHARON MENACHO, 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-

SHARON MENACHO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 21, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: March 30, 2012

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing, there was no confirmation that the notice had been delivered but the respondent had been notified that the notice was at the postal facility for her to pick up. On March 20, 2012 I called the respondent and left a voice mail message indicating the date, time and location of the hearing and advising her of the notice. The respondent failed to appear at the hearing or contact the rental officer. In my opinion, it is not unreasonable to deem the notice served pursuant to section 71(5) of the *Residential Tenancies Act*. The hearing was heard in the absence of the respondent.

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 rent arrears were paid in full.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$1070.05. The monthly rent for the premises is \$1360. The applicant stated that the security deposit of \$1275 had been paid in full.

There have been three previous orders issued regarding rent arrears owed to the applicant by this tenant. In my opinion, there are sufficient ground to terminate the tenancy agreement unless the current rent arrears and the April, 2012 rent is paid on or before April 16, 2012. Given the

significant security deposit held by the applicant and the fact that a large portion of the rent is paid by the *Income Support Program*, I do not believe an eviction order is required at this time.

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 \$1070.05. An order shall issue requiring the respondent to pay rent arrears of \$1070.05 and terminating the tenancy agreement on April 16, 2012 unless the rent arrears and the April, 2012 rent are paid in full. I calculate that amount to be \$2430.05 as follows:

Rent arrears	\$1070.05
April/12 rent	<u>1360.00</u>
Total	\$2430.05

Hal Logsdon
Rental Officer