

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **TINA BLACK**, 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 -

**TINA BLACK**

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 four hundred two dollars and seventy nine cents (\$1402.79).
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 A201, 900 Lanky Court, Yellowknife, NT shall be terminated on April 4, 2012 and the respondent shall vacate the premises on that date, unless the rent arrears and the April, 2012 rent in the total amount of three thousand two hundred twenty seven dollars and seventy nine cents (\$3227.79) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of March, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **TINA BLACK**, 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-

**TINA BLACK**

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 21, 2012

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and 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 and terminating the tenancy agreement and evicting the respondent unless the arrears were paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1402.79. The monthly rent for the premises was raised in March, 2012 from \$1725 to \$1825. The applicant stated that the required security deposit had been 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 \$1402.79. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent unless the rent arrears and the April, 2012 rent are paid on or before April 4, 2012.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1402.79 and terminating the tenancy agreement on April 4, 2012 unless the rent arrears and the April, 2012 rent are paid in full.

I calculate that amount to be \$3227.79 as follows:

|                  |                |
|------------------|----------------|
| Rent arrears     | \$1402.79      |
| April, 2012 rent | <u>1825.00</u> |
| Total            | \$3227.79      |

The respondent is also ordered to pay future rent on time. An eviction order to be effective on April 5, 2012 unless the arrears and April, 2012 rent are paid on or before April 4, 2012 shall be issued separately.

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Hal Logsdon  
Rental Officer