

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
TRUDIE BEKALE, 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 -

TRUDIE BEKALE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand two hundred eighty one dollars and fifty eight cents (\$3281.58) according to the following schedule:
 - a) A payment of one thousand seven hundred dollars (\$1700.00) to be paid on or before May 15, 2012,
 - b) a payment of seven hundred ninety dollars and seventy nine cents (\$790.79) to be paid on or before May 31, 2012 and,
 - c) a payment of seven hundred ninety dollars and seventy nine cents (\$790.79) to be paid on or before June 15, 2012.

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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 H215, 900 Lanky Court, Yellowknife, NT shall be terminated on May 15, 2012 and the respondent shall vacate the premises on that date unless a payment is made to the applicant of at least one thousand seven hundred dollars (\$1700.00).
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 8th day of May, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
TRUDIE BEKALE, 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-

TRUDIE BEKALE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 3, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Trudie Bekale, respondent

Date of Decision: May 3, 2012

REASONS FOR DECISION

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 promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3306.58. The monthly rent for the premises is \$1700. The applicant holds a security deposit of \$1725 which was transferred from a previous tenancy.

The respondent did not dispute the allegations. She stated that she now had a maintenance order and would be able to pay \$700-800 right away. She stated that she was actively looking for work.

The security deposit held by the applicant is in excess of the amount permitted by the Act by \$25. Applying that excess to rent, I find rent arrears of \$3281.58. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the rent arrears in the following manner:

- a) A payment of \$1700 to be paid on or before May 15, 2012,
- b) a payment of \$790.79 to be paid on or before May 31, 2012 and,
- c) a payment of \$790.79 to be paid on or before June 15, 2012.

The tenancy agreement shall be terminated on May 15, 2012 unless the first payment of \$1700 is

paid in full. The respondent is also ordered to pay the monthly rent on time. An eviction order to be effective on May 16, 2012 unless the \$1700 payment is made on or before May 15, 2012 shall be issued separately.

Hal Logsdon
Rental Officer