

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
SANDRA DRYBONES, 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 -

SANDRA DRYBONES

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 five hundred twenty one dollars (\$1521.00).
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 206, 4905 - 54th Avenue, Yellowknife, NT shall be terminated on June 15, 2012 and the respondent shall vacate the premises on that date unless the rent arrears and the June, 2012 rent in the total amount of two thousand nine hundred ninety six dollars (\$2996.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of May,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
SANDRA DRYBONES, 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-

SANDRA DRYBONES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 23, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: May 23, 2012

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in her absence.

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 rent arrears were paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1521. The monthly rent for the premises is \$1475. The applicant stated that they held a security deposit of \$1375.

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 \$1521. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1521 and terminating the tenancy agreement on June 15, 2012 unless those arrears and the June, 2012 rent are paid in full. I calculate that amount to be \$2996 as follows:

| | |
|--------------|-------------|
| Rent arrears | \$1521 |
| June/12 rent | <u>1475</u> |
| Total | \$2996 |

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An eviction order to be effective on June 18, 2012 unless the rent arrears and the June, 2012 rent are paid on or before June 15, 2012 shall be issued separately.

Hal Logsdon
Rental Officer