

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LINA GON**, 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 -

LINA GON

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 four thousand three hundred eighty seven dollars and twenty eight cents (\$4387.28).
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 101, 5001 52nd Avenue, Yellowknife, NT shall be terminated on May 31, 2012 and the respondent shall vacate the premises on that date, unless rent arrears of at least three thousand dollars (\$3000.00) are paid to the applicant.

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 **LINA GON**, 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-

LINA GON

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
Linda Gon, respondent
Mira Hall, representing the 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 \$4387.28. The monthly rent for the premises is \$1550. The applicant holds a security deposit of \$1550.

The respondent did not dispute the allegations. The respondent's representative stated that she was assisting the respondent to access emergency assistance and, if successful, \$3000 could be paid by May 31, 2012. She also noted that she would assist the respondent to access social assistance for the monthly rent. The applicant was willing to continue the tenancy if a payment of at least \$3000 was made by May 31, 2012.

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 \$4387.28. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless a significant payment of arrears is made. The arrears represent nearly three months of rent and no payments have been made since March 17, 2012. As well, the electrical service has been disconnected by the supplier for non-payment.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4387.28 and terminating the tenancy agreement on May 31, 2012 unless a payment of at least \$3000 is made to the applicant. An eviction order to be effective on June 1, 2012 unless the \$3000 payment is made on or before May 31, 2012 shall be issued separately.

Hal Logsdon
Rental Officer