

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **FAYE BERNHARDT**, 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 -

FAYE BERNHARDT

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 eight hundred sixteen dollars and forty four cents (\$816.44).
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 5438 52nd Street, Yellowknife, NT shall be terminated on June 20, 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 seven hundred sixty one dollars and forty four cents (\$2761.44) are 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 **FAYE BERNHARDT**, 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-

FAYE BERNHARDT

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
Faye Bernhardt, respondent

Date of Decision: May 23, 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.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$816.44. The monthly rent for the premises is \$1945. The applicant stated that they held a security deposit of \$1945.

The respondent did not dispute the allegations.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find rent arrears of \$816.44. 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 in the amount of \$816.44 and terminating the tenancy agreement on June 20, 2012 unless the rent arrears and the June, 2012 rent are paid in full. I find that amount to be \$2761.44, calculated as follows:

Rent arrears	\$816.44
June/12 rent	<u>1945.00</u>
Total	\$2761.44

In my opinion, there is no requirement for an eviction order at this time.

Hal Logsdon
Rental Officer