

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DEPHINE ENZOE, 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 -

DEPHINE ENZOE

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 eight hundred forty eight dollars (\$1848.00).
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 406, 42 Con Road, 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 three thousand two hundred fifty eight dollars (\$3258.00) 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
DEPHINE ENZOE, 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-

DEPHINE ENZOE

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
Dephine Enzoë, respondent
Mira Hall, representing the 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 \$1858. The monthly rent for the premises is \$1410.

The respondent did not dispute the allegations.

Included in the amount alleged owing is a charge of \$10 to provide a letter confirming the respondent's residency in the premises. There is no provision in the tenancy agreement for such a charge and the applicant's request for that relief is accordingly denied.

I find the respondent in breach of her obligation to pay rent. Deducting the \$10 from the amount indicated on the statement, I find rent arrears of \$1848. 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 \$1848 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 \$3258, calculated as follows:

- 3 -

Rent arrears	\$1848
June/12 rent	<u>1410</u>
Total	\$3258

An eviction order to be effective on June 23, 2012 unless the rent arrears and June rent are paid in full shall be issued separately.

Hal Logsdon
Rental Officer