

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LUCY ANNE KENDO**, 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 -

**LUCY ANNE KENDO**

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 three thousand eight hundred twelve dollars and eleven cents (\$3812.11).
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 306, 490 Range Lake Road, Yellowknife, NT shall be terminated on June 25, 2012 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of June, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LUCY ANNE KENDO**, 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-

**LUCY ANNE KENDO**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 13, 2012

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Maigan Lefrancois, representing the applicant

**Date of Decision:** June 13, 2012

**REASONS FOR DECISION**

The respondent was served by serving an adult resident of the premises. The respondent failed to appear at the hearing and 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 alleged rent arrears were promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent of \$3812.11. The monthly rent for the premises is \$1410. The applicant holds 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 \$3812.11. 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 applicant rent arrears of \$3812.11 and terminating the tenancy agreement on June 25, 2012 unless those arrears are paid in full. An eviction order to be effective on June 26, 2012 unless the arrears are paid in full shall be issued separately.

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Hal Logsdon  
Rental Officer