

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**HANNAH KATAOYAK**, 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 -

**HANNAH KATAOYAK**

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 four hundred thirteen dollars (\$1413.00).
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 108, 600 Gitzel Street, Yellowknife, NT shall be terminated on July 31, 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 5th day of July,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**HANNAH KATAOYAK**, 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-

**HANNAH KATAOYAK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 4, 2012

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

**Appearances at Hearing:** Maigan Lefrancois, representing the applicant  
Hannah Kataoyak, respondent  
Jason Bolduc, witness for the respondent

**Date of Decision:** July 4, 2012

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant 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 promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing of \$2113. The monthly rent for the premises is \$1415.

The respondent disputed the balance owing and provided a receipt for \$700 dated July 4, 2012. The applicant acknowledged the payment and revised the balance owing to \$1413. The respondent did not dispute the adjusted amount.

I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1413. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent is promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1413 and terminating the tenancy agreement on July 31, 2012 unless the arrears are paid in full.

An eviction order to be effective on August 1, 2012 if the rent arrears are not paid on or before

July 31, 2012 shall be issued separately.

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Hal Logsdon  
Rental Officer