

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**DIANNA GOOSE**, 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 **INUVIK, NT**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**DIANNA GOOSE**

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 two thousand three hundred two dollars and eighty seven cents (\$2302.87).
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 207, 7 Council Crescent, Inuvik, NT shall be terminated on September 14, 2012 and the respondent shall vacate the premises on that date unless the rent arrears, balance of the required security deposit and the rent for September, 2012 in the total amount of four thousand one

hundred seventy seven dollars and eighty seven cents (\$4177.87) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of August,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**DIANNA GOOSE**, 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-

**DIANNA GOOSE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 28, 2012

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

**Appearances at Hearing:** Bright Lubansa, representing the applicant

**Date of Decision:** August 28, 2012

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. 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 by failing to pay the full amount of the required security deposit. The applicant 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 account which indicated a balance of rent owing in the amount of \$2302.87 and an outstanding portion of the required security deposit of \$625. The monthly rent for the premises is \$1250. The applicant holds a partial security deposit of \$650.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find rent arrears of \$2302.87. I find the balance of the required security deposit to be \$625. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the remainder of the security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2302.87. The tenancy agreement shall be terminated on September 14, 2012 unless the rent arrears, the remainder of the required security deposit and the rent for September, 2012 in the

total amount of \$4177.87 are paid in full. I calculate that amount as follows:

Rent arrears	\$2302.87
Security deposit	625.00
September rent	<u>1250.00</u>
Total	\$4177.87

An eviction order to be effective on September 17, 2012 unless the rent arrears, balance of the security deposit and the September rent totaling \$4177.87 are paid on or before September 14, 2012 shall be issued separately.

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Hal Logsdon  
Rental Officer