

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MONA EVAGLOK**, 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 -

MONA EVAGLOK

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 six hundred ninety two dollars (\$2692.00).
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 304, 5730-50th Avenue (Matonabee South), Yellowknife, NT shall be terminated on October 10, 2012 and the respondent shall vacate the premises on that date unless the rent arrears, October 2012 rent and the outstanding balance of the security deposit in the total amount of four thousand six hundred sixty four dollars and fifty cents (\$4664.50) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of
September, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MONA EVAGLOK**, 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-

MONA EVAGLOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 26, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lillian Sliwka, representing the applicant

Date of Decision: September 26, 2012

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of receipt but the respondent received a notice from Canada Post on September 10, 2012 advising that the item was available for pick up. In my opinion, it is reasonable to deem the notice served in accordance with section 71(5) of the *Residential Tenancies Act*. 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 unless the rent arrears and outstanding balance of the security deposit were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2692 and an outstanding balance of the required security deposit of \$657.50. The monthly rent for the premises is \$1315. The last payment of rent was July 9, 2012.

I find the statement in order and find rent arrears of \$2692 and an outstanding security deposit balance of \$657.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears and security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2692 and terminating the tenancy agreement on October 10, 2012 unless the rent arrears, rent for October 2012 and the outstanding security deposit are paid in full. I calculate that amount to be \$4664.50 as follows:

| | |
|--------------------------|----------------|
| Rent arrears | \$2692.00 |
| Security deposit balance | 657.50 |
| October, 2012 rent | <u>1315.00</u> |
| Total | \$4664.50 |

An eviction order to be effective on October 11, 2012 unless the rent arrears, October 2012 rent and the balance of the security deposit are paid in full on or before October 10, 2012 shall be issued separately.

Hal Logsdon
Rental Officer