

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
SHARON MENACHO, 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 -

SHARON MENACHO

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 eighty cents (\$3812.80).

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 104, 42 Con Road, Yellowknife, NT shall be terminated on October 15, 2012 and the respondent shall vacate the premises on that date unless the rent arrears and the October, 2012 rent in the total amount of five thousand two hundred seventy two dollars and eighty cents (\$5272.80) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of September, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
SHARON MENACHO, 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-

SHARON MENACHO

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 28, 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 delivery but the respondent was provided with a notice from Canada Post on September 10, 2012 that she had an item for pick-up. The respondent failed to appear at the hearing and the hearing was held in her absence. In my opinion, it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*.

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 are promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3812.80. The monthly rent for the premises is \$1460. The applicant holds a security deposit of \$1275. The statement indicates that no rent has been paid since July 4, 2012.

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 \$3812.80. 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 \$3812.80 and terminating the tenancy agreement on October 15, 2012 unless the rent arrears and the rent for October, 2012 are paid in full. I calculate that amount to be \$5272.80 as follows:

Rent arrears	\$3812.80
October, 2012 rent	<u>1460.00</u>
Total	\$5272.80

An eviction order to be effective on October 16, 2012 unless the rent arrears and the October, 2012 rent are paid in full on or before October 15, 2012 shall be issued separately.

Hal Logsdon
Rental Officer