

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LAURA LEE NITSIZA**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act"); as amended,

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 -

**LAURA LEE NITSIZA**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand eight hundred thirty four dollars (\$1834.00).
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 116, 492 Range Lake Road (Sandstone South) shall be terminated on November 12, 2012 and the respondent shall vacate the premises on that date unless the rent arrears, the outstanding balance of the security deposit and the November, 2012 rent in the total amount of three thousand nine hundred nineteen dollars (\$3919.00) has been paid to the applicant in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of October, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LAURA LEE NITSIZA**, 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-

**LAURA LEE NITSIZA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 26, 2012**

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

**Appearances at Hearing:**                      **Lillian Sliwka, representing the applicant**  
   **Laura Lee Nitsiza, respondent**

**Date of Decision:**                              **October 26, 2012**

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to provide 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 security deposit were paid in full.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$3334. The monthly rent for the premises is \$1390. The statement indicates that 50% of the required security deposit of \$1390 has been paid but the remaining balance of \$695 is outstanding. The tenancy agreement commenced on June 1, 2012.

The respondent provided a receipt in evidence indicating that a payment of \$1500 had been paid earlier that day. The payment was not shown on the applicant's statement. The applicant acknowledged the receipt of the payment reducing the rent arrears to \$1834. The respondent did not dispute that amount or the alleged outstanding security deposit.

I find the respondent in breach of her obligation to pay rent and to pay the full amount of the required security deposit. I find the rent arrears to be \$1834 and the outstanding security deposit to be \$695. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and security deposit are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1834 and terminating the tenancy agreement on November 12, 2012 unless the rent arrears, the remaining portion of the security deposit and the November 2012 rent in the total amount of \$3919 are paid in full. I calculate that amount as follows:

Rent arrears	\$1834
Security deposit	695
November/12 rent	<u>1390</u>
Total	\$3919

An eviction order to be effective on November 13, 2012 unless the rent arrears, the remaining portion of the security deposit and the November 2012 rent are paid on or before November 12, 2012 shall be issued separately. Should the tenancy agreement continue, the respondent is also order to pay future rent on time.

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Hal Logsdon  
Rental Officer