

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

MADELINE 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 seven hundred seventy six dollars and eighteen cents (\$776.18).
2. 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 11th day of October,
2012.

Hal Logsdon
Rental Officer

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

MADELINE EVAGLOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 26, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Madeline Evaglok, respondent
Sue Qitsualak, representing the respondent

Date of Decision: September 26, 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 paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing as at August 20, 2012 in the amount of \$776.18. The applicant testified that since that date the September, 2012 rent of \$1475 had come due and a payment of \$1475 had been received bringing the current balance owing to \$776.18. The applicant holds a security deposit of \$1375.

The respondent did not dispute the allegations.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$776.18.

Given the amount of rent owing and the significant security deposit held by the landlord, I do not feel that an order regarding termination is necessary.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$776.18 and to pay future rent on time.

Hal Logsdon
Rental Officer