

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

ALANA BISCAYE

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 two thousand six hundred sixteen dollars and ninety three cents (\$2616.93).
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 103, 48 Con Road (Shagannappy Apartments), Yellowknife, NT shall be terminated on November 30, 2012 and the respondent shall vacate the premises on that date unless the rent arrears and the November, 2012 rent in the total amount of four thousand two hundred seventy one dollars and ninety three cents (\$4271.93) have been paid to the applicant in full.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of October, 2012.

Hal Logsdon
Rental Officer

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

ALANA BISCAYE

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
Alana Biscaye, 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 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 in full.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$2616.93. The monthly rent for the premises is \$1655. The applicant holds a security deposit of \$1655.

The respondent did not dispute the allegations.

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 \$2616.93. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2616.93 and terminating the tenancy agreement on November 30, 2012 unless the rent arrears and the November 2012 rent in the total amount of \$4271.93 are paid in full. I calculate that amount as follows:

Rent arrears	\$2616.93
November/12 rent	<u>1655.00</u>
Total	\$4271.93

An eviction order to be effective on December 3, 2012 unless the rent arrears and the November 2012 rent are paid on or before November 30, 2012 shall be issued separately.

Hal Logsdon
Rental Officer