

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
ARLEEN CANADIEN-GARGAN, 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 -

ARLEEN CANADIEN-GARGAN

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 five thousand three hundred seventy six dollars (\$5376.00).
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 301, 490 Range Lake Road (Sandstone North), Yellowknife, NT shall be terminated on November 29, 2012 and the respondent shall vacate the premises on that date unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of
November, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
ARLEEN CANADIEN-GARGAN, 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-

ARLEEN CANADIEN-GARGAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 9, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lillian Sliwka, representing the applicant

Date of Decision: November 9, 2012

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. 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. 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 in full.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$5376. The monthly rent for the premises is \$1625 and the applicant holds a security deposit of \$1625.

I find the statement in order and find rent arrears of \$5376. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5376 and terminating the tenancy agreement on November 29, 2012 unless the rent arrears are paid in full.

An eviction order shall be issued separately.

Hal Logsdon
Rental Officer