

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

**FAYE BERNHARDT**

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 nine hundred eighty two dollars (\$3982.00).
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 5438 52nd Street, Yellowknife, NT shall be terminated,
  - a) on January 15, 2013 unless payments of two thousand dollars (\$2000.00) have been paid to the applicant and,
  - b) on February 28, 2013 unless the balance of the arrears and the February, 2013

rent in the total amount of three thousand nine hundred twenty seven dollars (\$3927.00) has been paid to the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of January, 2013.

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Hal Logsdon  
Rental Officer

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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-

**FAYE BERNHARDT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 3, 2013

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

**Appearances at Hearing:** Connie Diener, representing the applicant  
Faye Bernhardt, respondent

**Date of Decision:** January 3, 2013

**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.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3982. The monthly rent for the premises is \$1945 and the applicant holds a security deposit of \$1945.

The respondent did not dispute the allegations and stated that she could pay \$2000 by January 15, 2013 and the remaining balance plus the February rent on or before February 28, 2013. The applicant agreed to the respondent's proposed payment schedule provided an order terminating the tenancy agreement was issued if the schedule was breached.

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 \$3982. 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 \$3982. The tenancy shall be terminated on January 15, 2013 unless at least \$2000 of the arrears are paid to the applicant. Provided the \$2000 is paid by January 15, 2013 the tenancy agreement

shall continue but shall be terminated on February 28, 2013 unless the balance of the arrears and the February, 2013 rent are paid. I calculate that amount to be \$3927 as follows:

Balance as per statement	3982
Less January 15 payment	(2000)
Plus February, 2013 rent	<u>1945</u>
Total	\$3927

Eviction orders to be effective on January 16 and March 1, 2013 unless the ordered payments are made shall be issued separately.

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Hal Logsdon  
Rental Officer