

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

MAXINE LACORNE

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 seven hundred ninety one dollars and eighty five cents (\$3791.85).
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 5459 - 52nd Street, Yellowknife, NT shall be terminated
 - a) on February 1, 2013 unless the respondent pays the applicant two thousand dollars (\$2000.00) and,
 - b) on February 20, 2013 unless the respondent pays the applicant the balance of

the rent arrears and the rent for February, 2013 in the total amount of three thousand four hundred ninety six dollars and eighty five cents (\$3496.85).

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of January, 2013.

Hal Logsdon
Rental Officer

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

MAXINE LACORNE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 23, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Maxine Lacorne, respondent

Date of Decision: January 23, 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 rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a rent statement in evidence which indicated a balance of rent owing in the amount of \$3791.85. The monthly rent for the premises is \$1705 and the applicant holds a security deposit of \$1600.

The respondent did not dispute the allegations and stated that she could pay \$2000 by February 1, 2013 and the remaining arrears and the February rent by February 20, 2013.

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 \$3791.85. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3791.85 and terminating the tenancy agreement on February 1, 2013 unless at least \$2000 of the arrears is paid. Provided the \$2000 payment is made, the tenancy agreement will be terminated on February 20, 2013 unless the balance of the arrears and the rent for February, 2013 is paid in full.

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I find that amount to be \$3496.85 calculated as follows:

Balance as per statement	\$3791.85
Less February 1 payment	(2000.00)
Plus February rent	<u>1705.00</u>
Total	\$3496.85

An eviction order to be effective on February 2, 2013 and February 20, 2013 unless this order is satisfied shall be issued separately.

Hal Logsdon
Rental Officer