

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

CRYSTAL MICKLE

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 thirty dollars and thirty eight cents (\$3930.38).
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 215, 5465 - 52nd Street, Yellowknife, NT shall be terminated on March 31, 2013 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 15th day of March,
2013.

Hal Logsdon
Rental Officer

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

CRYSTAL MICKLE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 13, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant

Date of Decision: March 13, 2013

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of delivery but the respondent had contacted the Rental Office to advise that she was aware of the hearing. The respondent stated that she did not dispute the allegations contained in the application, did not intend to attend the hearing but wanted her proposal to pay the rent arrears considered. The applicant faxed a copy of the proposal to the Rental Office. The matter was heard in her absence.

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 promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3930.38. The monthly rent for the premises is \$1440.

The respondent's proposal would result in \$3900 being paid by March 31, 2013. In my opinion, it is not unreasonable to assume that the additional \$30.38 could not also be paid to completely clear the arrears.

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 \$3930.38. 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 \$3930.38 and terminating the tenancy agreement on March 31, 2013 unless those arrears are paid in full.

An eviction order to be effective on April 1, 2013 unless the rent arrears are paid in full shall be issued separately.

Hal Logsdon
Rental Officer