

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JENNIFER ABEL, 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 -

JENNIFER ABEL

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 six thousand thirty five dollars (\$6035.00).
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 103, 5215 - 51st Street, Yellowknife, NT shall be terminated on May 24, 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 7th day of May,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JENNIFER ABEL, 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-

JENNIFER ABEL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 3, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Jennifer Abel, respondent

Date of Decision: May 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. The applicant also alleged that the respondent had failed to pay for electricity and as a result, the electrical service for the apartment has been discontinued. The applicant stated that the respondent had used an extension cord running from the hallway to her apartment to provide electricity.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$6035. The monthly rent for the premises is \$1325. The applicant holds a security deposit of \$1290.

The respondent did not dispute the allegations. She stated that she had lost her job but was now employed and would try to pay the arrears over the next six months. The applicant did not wish to enter into such an agreement. The respondent acknowledged that the electricity had been cut off due to non-payment but stated that electricity had been restored to the premises.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$6035. The statement indicates that the account has been in arrears since September, 2012 and that no rent whatsoever has been paid since January 4, 2013. 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 of \$6035 and terminating the tenancy agreement on May 24, 2013 unless the rent arrears are paid in full. An eviction order to be effective on May 25, 2013 unless the rent arrears are paid in full on or before May 24, 2013 will be issued separately.

Hal Logsdon
Rental Officer