

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JEANNIE MANIAPIK, 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 -

JEANNIE MANIAPIK

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 six hundred fifty two dollars and ninety five cents (\$3652.95).
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 32, 5601 - 50th Avenue, Yellowknife, NT shall be terminated on July 15, 2013 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for July, 2013 in the total amount of five thousand nine hundred forty two dollars and ninety five cents

(\$5942.95) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of June,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JEANNIE MANIAPIK, 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-

JEANNIE MANIAPIK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 14, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: June 14, 2013

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held 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 arrears were paid.

The applicant provided a statement of the rent account which indicated a balance of rent and penalties for late rent in the amount of \$3652.95. The monthly rent for the premises is \$2290 and the applicant holds a security deposit of \$2290.

The applicant stated that they would be satisfied to continue the tenancy provided the rent arrears and the July rent were paid on or before July 15, 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 \$3652.95. In my opinion, there are sufficient grounds to terminate the tenancy agreement on July 15, 2013 unless the rent arrears and the July, 2013 rent are paid. I find that amount to be \$5942.95 calculated as follows:

Rent arrears	\$3652.95
July rent	<u>2290.00</u>
Total	\$5942.95

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3652.95 and terminating the tenancy agreement on July 15, 2015 unless the rent arrears and the July rent in the total amount of \$5942.95 are paid in full.

An eviction order to be effective on July 16, 2013 unless the rent arrears and the July, 2013 rent are paid in full on or before July 15, 2013 shall be issued separately.

Hal Logsdon
Rental Officer