

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
KATELIN PRENTICE, 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 -

KATELIN PRENTICE

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 and penalties for late rent in the amount of four thousand two hundred fifty two dollars (\$4252.00).
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 106, 5001 - 52nd Avenue, Yellowknife, NT shall be terminated on September 15, 2013 and the respondent shall vacate the premises on that date unless the rent arrears, penalties for late rent and the rents for August and September, 2013 in the total amount of seven thousand ninety two

dollars (\$7092.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of July,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
KATELIN PRENTICE, 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-

KATELIN PRENTICE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 5, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Katelin Prentice, respondent

Date of Decision: July 5, 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 in evidence which indicated a balance of rent and late payment penalties as at June 10, 2013 of \$2832. The applicant testified that since that date, the July rent of \$1420 had come due bringing the balance owing to \$4252. The monthly rent for the premises is \$1420 and the applicant holds a security deposit of \$1385. A previous order issued to pay rent arrears has been satisfied.

The respondent did not dispute the allegations and stated that she would pay the full amount of the rent arrears plus the rents for August and September, 2013 on or before September 15, 2013. The applicant agreed to the continuation of the tenancy agreement provided those terms were met.

I find the respondent in breach of her obligation to pay rent and find the rent arrears and late payment penalties to be \$4252. I find the penalties applied to late rent to be in accordance with the Act. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and late payment penalties are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears and penalties for late rent payment in the amount of \$4252 and terminating the tenancy agreement on September 15, 2013 unless the rent arrears, penalties and the rents for August and September, 2013 have been paid in full. I find that amount to be \$7092 calculated as follows:

Rent arrears	\$4252
August/13 rent	1420
September/13 rent	<u>1420</u>
Total	\$7092

An eviction order to be effective on September 16, 2013 unless the rent arrears, penalties for late rent and the August and September rents totalling \$7092 are paid in full on or before September 15, 2013 shall be issued separately.

Hal Logsdon
Rental Officer