

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **GOLDIE MODESTE**, 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 -

GOLDIE MODESTE

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 five thousand eight hundred seventy two dollars (\$5872.00).
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 101, 42 Con Road, Yellowknife, NT shall be terminated on August 6, 2013 and the respondent shall vacate the premises on that date, unless the rent arrears, penalties for late rent and the rent for August, 2013 in the total amount of seven thousand three hundred eighty two dollars

(\$7382.00) are paid in full.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
GOLDIE MODESTE, 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-

GOLDIE MODESTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 24, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: July 24, 2013

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail which was confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant 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 penalties for late rent owing in the amount of \$5872. The monthly rent for the premises is \$1510 and the applicant holds a security deposit of \$1375.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears and penalties for late rent to be \$5872. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears, penalties and the August rent are paid on or before August 6, 2013.

An order shall issue requiring the respondent to pay rent arrears and penalties for late rent in the amount of \$5872 and terminating the tenancy agreement on August 6, 2013 unless the rent arrears, penalties and the August rent are paid. I calculate that amount to be \$7382 as follows:

Rent arrears/penalties as per statement	\$5872
August, 2013 rent	<u>1510</u>
Total	\$7382

An eviction order to be effective on August 7, 2013 unless the rent arrears, penalties and the August, 2013 rent are paid in full on or before August 6, 2013 shall be issued separately.

Hal Logsdon
Rental Officer