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

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 three thousand one hundred forty seven dollars and ninety cents (\$3147.90).
- 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 211, 48 Con Road, Yellowknife, NT shall be terminated on July 31, 2013 and the respondent shall vacate the premises on that date unless the rent arrears and penalties for late rent in the amount of three thousand one hundred forty seven dollars and ninety cents (\$3147.90) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of July,

2013.

Hal Logsdon Rental Officer IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JENNIFER BISHOP**, 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 BISHOP

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

Jennifer Bishop, respondent

**Date of Decision:** July 24, 2013

## **REASONS FOR DECISION**

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, an order terminating the tenancy agreement and an eviction order.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent and penalties for late rent in the amount of \$3147.90.

The respondent did not dispute the allegations and stated that she had recently been approved for assistance of \$3000 to pay the arrears. She stated that she would be able to pay the full amount owing on or before July 31, 2013. The applicant was willing to continue the tenancy provided the arrears were paid by July 31, 2013.

I find the respondent in breach of her obligation to pay rent and find the balance owing to be \$3147.90. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and penalties for late rent are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears and penalties for late rent in the amount of \$3147.90 and terminating the tenancy agreement on July 31, 2013 unless that amount is paid in full.

An eviction order to be effective on August 1, 2013 unless the rent arrears and penalties are paid on or before July 31, 2013 shall be issued separately.

Hal Logsdon Rental Officer