

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LORNA CATHOLIQUE**, 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 -

**LORNA CATHOLIQUE**

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 payment in the amount of five thousand one hundred forty eight dollars and fifty cents (\$5148.50).
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 308, 490 Range Lake Road, Yellowknife, NT shall be terminated on July 24, 2013 and the respondent shall vacate the premises on that date unless the rent arrears and late rent penalties are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of July, 2013.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LORNA CATHOLIQUE**, 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-

**LORNA CATHOLIQUE**

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  
Hillary Catholique, representing the 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 owing in the amount of \$5148.50. The monthly rent for the premises is \$1610 and the applicant holds a security deposit of \$1375. A previous order issued to pay rent arrears has been satisfied.

The respondent's representative acknowledged the rent arrears as correct and stated that the respondent would pay the full amount owing in two weeks.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears and late payment penalties to be \$5148.50 and find the penalties applied 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 promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears and penalties for late rent payment in the amount of \$5148.50 and terminating the tenancy agreement on July 24, 2013 unless the rent arrears and penalties are paid in full. An eviction order to be effective on

July 25, 2013 unless the rent arrears and penalties are paid in full on or before July 24, 2013 shall be issued separately.

---

Hal Logsdon  
Rental Officer