

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**CYNTHIA GRANDEJAMBE**, 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 -

**CYNTHIA GRANDEJAMBE**

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 ten dollars and fifty cents (\$3110.50).
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 114, 490 Range Lake Road, Yellowknife, NT shall be terminated on:
  - a) August 2, 2013 unless a payment of at least one thousand five hundred thirty three dollars and fifty cents (\$1533.50) has been made to the applicant and,
  - b) on August 30, 2013 unless the remainder of the rent arrears and the August,

2013 rent in the total amount of three thousand sixty seven dollars (\$3067.00)  
has been paid to the applicant.

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

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**CYNTHIA GRANDEJAMBE**, 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-

**CYNTHIA GRANDEJAMBE**

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  
Cynthia Grandejambe, 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 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 \$3110.50. The monthly rent for the premises is \$1490 and the applicant holds a security deposit of \$1390.

The respondent did not dispute the allegations and stated that she would be able to pay the rent arrears and the August rent in three equal payments on August 2, August 16 and August 30. Each payment would be \$1533.50 calculated as follows:

Rent arrears	\$3110.50
August rent	<u>1490.00</u>
Total	\$4600.50/ 3 payments = \$1533.50

The applicant agreed to the payment schedule provided the tenancy agreement would be terminated by order if the first payment or last payment was missed.

I find the respondent in breach of her obligation to pay rent and find rent arrears in the amount of \$3110.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement if the rent arrears are not paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3110.50. The tenancy agreement will be terminated on August 2, 2013 unless the first payment of \$1533.50 is paid to the applicant. The tenancy agreement will also be terminated on August 30, 2013 unless the remainder of the rent arrears and the August, 2013 rent have been paid in full.

Rent arrears	\$3110.50
August rent	1490.00
Less payment due August 2/13	<u>(1533.50)</u>
Remaining balance due August 30/13	\$3067.00

An eviction order to be effective on August 3 and August 31 unless the ordered payments are made shall be issued separately.

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Hal Logsdon  
Rental Officer