IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **RIANNA YENDO**, 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 -

#### RIANNA YENDO

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 in the amount of three thousand nine hundred sixty two dollars and seventy two cents (\$3962.72).
- 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 19, 5201 51st Street, Yellowknife, NT shall be terminated on November 15, 2013 and the respondent shall vacate the premises on that date unless the rent arrears and the November, 2013 rent in the total amount of five thousand two hundred fifty two dollars and seventy two cents (\$5252.72) are paid in full.

3.	Pursuant to section 41(4)(b) of the <i>Residential Tenancies Act</i> , the respondent shall pay	
	future rent on time.	
	DATED at the City of Yellowknife, in the Northwest Territories this 29th day of October	
2013.		
	Hal Logsdon	
	Rental Officer	

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **RIANNA YENDO**, 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-

## **RIANNA YENDO**

Respondent/Tenant

# **REASONS FOR DECISION**

**Date of the Hearing:** October 17, 2013

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Connie Diener, representing the applicant

Rianna Yendo, respondent

**<u>Date of Decision</u>**: October 17, 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.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$3962.72. The monthly rent for the premises is \$1290 and the applicant holds a security deposit of \$1290.

The respondent did not dispute the allegations.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$3962.72. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3962.72 and terminating the tenancy agreement on November 15, 2013 unless the rent arrears and the November, 2013 rent in the total amount of \$5252.72 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

An eviction order to be effective on November 16, 2013 unless the rent arrears and the

November, 2013 rent are paid in full on or before	November 15, 2013 shall be issued separately.
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	Hal Logsdon Rental Officer