

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**MICHELLE ZIEBA**, 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 -

**MICHELLE ZIEBA**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand nine hundred twenty five dollars and sixty one cents (\$2925.61). The rent arrears shall be paid in monthly installments of five hundred dollars (\$500.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on October 31, 2013.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of October,  
2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**MICHELLE ZIEBA**, 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-

MICHELLE ZIEBA

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**  
**Michelle Zieba, respondent**

**Date of Decision:** **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 of the rent account which indicated a balance of rent owing in the amount of \$2925.61. The monthly rent for the premises is \$1610 and the applicant holds a security deposit of \$1575.

The respondent did not dispute the allegations. She stated that her full rent was now being paid through the *Income Security Program* and that she could afford to pay an additional \$500/month until the rent arrears were paid in full. The applicant agreed to the proposed payment plan and withdrew their request for an order terminating the tenancy agreement.

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 \$2925.61.

An order shall issue requiring the respondent to pay the monthly rent on time and to pay the rent arrears of \$2925.61 in monthly payments of \$500 until the rent arrears are paid in full. The arrears payments shall be paid no later than the last day of every month and the first payment shall be due on October 31, 2013.

This decision was made known to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer