

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DAPHNIE DRYNECK, 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 -

DAPHNIE DRYNECK

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 six thousand five hundred twenty nine dollars and fifteen cents (\$6529.15).
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 18, 5605 - 50th Avenue, 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 eight thousand nine hundred nineteen dollars and fifteen cents (\$8919.15) are paid in full.

3. 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 29th day of October, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DAPHNIE DRYNECK, 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-

DAPHNIE DRYNECK

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
Sonny Simpson, representing the respondent

Date of Decision: October 29, 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 \$6529.15. The monthly rent for the premises is \$2390 and the applicant holds a security deposit of \$2390.

The respondent's representative 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 \$6529.15. 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 \$6529.15 and terminating the tenancy agreement on November 15, 2013 unless the rent arrears and the November, 2013 rent in the total amount of \$8919.15 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.

Hal Logsdon
Rental Officer