

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
PRISCILLA ITSI, 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 -

PRISCILLA ITSI

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 four thousand three hundred forty one dollars (\$4341.00).
2. Pursuant to sections 41(4)© and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 123, 5603 - 51A Avenue, Yellowknife, NT shall be terminated on November 7, 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 nine hundred eighty one dollars (\$5981.00) are paid in full.

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
PRISCILLA ITSI, 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-

PRISCILLA ITSI

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**

Date of Decision: **October 17, 2013**

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

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.

The applicant provided a statement of the rent account which indicated a balance of rent owing of \$4341. The monthly rent for the premises is \$1640. The applicant holds a security deposit of \$1640.

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 \$4341. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$4341 and terminating the tenancy agreement on November 7, 2013 unless the rent arrears and the rent for November, 2013 in the total amount of \$5981 are paid in full. I calculate that amount as follows:

Rent arrears	\$4341
November/13 rent	<u>1640</u>
Total	\$5981

An eviction order to be effective on November 8, 2013 unless the rent arrears and the November, 2013 rent totalling \$5981 are paid in full shall be issued separately.

Hal Logsdon
Rental Officer