

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **FABIAN FRANKI**, 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 -

FABIAN FRANKI

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 two thousand one hundred twenty one dollars and fifty five cents (\$2121.55).
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 G313, 900 Lanky Court, Yellowknife, NT shall be terminated on December 31, 2013 and the respondent shall vacate the premises on that date, unless the rent arrears, penalties for late rent and the rent for December, 2013 in the total amount of four thousand fifty one dollars and fifty five

cents (\$4051.55) are paid on or before that date.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of
November, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **FABIAN FRANKI**, 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-

FABIAN FRANKI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 27, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant

Date of Decision: November 27, 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. 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 and penalties for late rent in the amount of \$2121.55. The applicant holds a security deposit of \$1795. The monthly rent for the premises is \$1930. The applicant stated that they were willing to allow the tenancy to continue provided that the rent arrears and the December rent were paid in full on or before December 31, 2013.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears and penalties for late rent to be \$2121.55. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears, penalties and the December, 2013 rent are paid on or before December 31, 2013. I find that amount to be \$4051.55.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2121.55 and terminating the tenancy agreement on December 31, 2013 unless the arrears, penalties and the

December, 2013 rent are paid on or before that date.

An eviction order to be effective on January 1, 2014 unless this order is satisfied shall be issued separately.

Hal Logsdon
Rental Officer