

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
SHIRLEY DRYBONES, 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 -

SHIRLEY DRYBONES

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 five thousand six hundred two dollars and twenty one cents (\$5602.21).
2. Pursuant to sections 41(4)(c) & 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 310, 4905 - 54th Avenue shall be terminated on January 31, 2014 and the respondent shall vacate the premises on that date unless the rent arrears and a portion of the January, 2014 rent

totalling five thousand nine hundred ten dollars (\$5910.00) is paid on or before that date.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of
December, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
SHIRLEY DRYBONES, 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-

SHIRLEY DRYBONES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 13, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Shirley Drybones, respondent

Date of Decision: December 13, 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 in evidence which indicated a balance owing of \$6468.46. The applicant stated that they were not seeking payment of an invoice posted to the ledger on September 10, 2013 in the amount of \$866.25 bringing the balance to \$5602.21.

The monthly rent for the premises is \$1455 and the applicant holds a security deposit of \$1292.50.

The respondent did not dispute the allegations. She stated that her December rent was being paid in full through the *Income Security Program* and that she had applied for additional assistance of \$3000. The applicant stated that they would be willing to continue the tenancy agreement if they received the December, 2013 and the January 2014 rents and a payment of \$3000 totalling \$5910 on or before January 2014. The parties would try to agree on a repayment plan for the balance, provided the \$5910 payment was made. The respondent agreed with the proposal.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$5602.21. In my opinion, there are sufficient grounds to terminate the tenancy agreement on January 31, 2014 unless the rent arrears and a portion of the January, 2014 rent in the total

amount of \$5910 is paid on or before that date.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$5602.21 and terminating the tenancy agreement on January 31, 2014 unless \$5910 is paid on or before that date. An eviction order to be effective on February 1, 2014 unless \$5910 is paid on or before January 31, 2014 shall be issued separately.

Hal Logsdon
Rental Officer