

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MICHAELA BLACK, 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 -

MICHAELA BLACK

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 nine hundred twenty six dollars and thirty six cents (\$4926.36).
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 5457 - 52nd Street, Yellowknife, NT shall be terminated on January 15, 2014 unless the rent arrears and the rent for January, 2014 in the total amount of six thousand eight hundred seventy one

dollars and thirty six cents (\$6871.36) are paid in full.

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
MICHAELA BLACK, 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-

MICHAELA BLACK

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

Date of Decision: December 13, 2013

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. 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 in evidence which indicated a balance owing of \$4926.36. The monthly rent for the premises is \$1945 and the applicant holds a security deposit of \$1845.

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 \$4926.36. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4926.36 and terminating the tenancy agreement on January 15, 2014 unless the rent arrears and the January, 2014 rent in the total amount of \$6871.36 are paid in full.

An eviction order to be effective on January 16, 2014 unless the rent arrears and the January,

2014 rent in the total amount of \$6871.36 are paid in full on or before January 15, 2014 shall be issued separately.

Hal Logsdon
Rental Officer