IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **SADIA ADEN**, 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 -

## SADIA ADEN

Respondent/Tenant

### **ORDER**

### IT IS HEREBY ORDERED:

- Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand nine hundred ninety five dollars (\$2995.00) in monthly installments of three hundred dollars (\$300.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on February 28, 2014.
- 2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the monthly rent on time in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of March, 2014.

Hal Logsdon Rental Officer IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **SADIA ADEN**, 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-

## SADIA ADEN

Respondent/Tenant

## **REASONS FOR DECISION**

Date of the Hearing:	February 19, 2014
Place of the Hearing:	Yellowknife, NT
Appearances at Hearing:	Wendy Hackett, representing the applicant Sadia Aden, respondent
Date of Decision:	February 19, 2014

#### **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 which indicated a balance of rent owing of \$2995. The monthly rent for the premises is \$1495 and the respondent holds a security deposit of \$1195.

The respondent did not dispute the allegations and stated that she would pay the monthly rent plus an additional \$300 each month until the rent arrears were paid in full. The applicant agreed to continue the tenancy agreement if the arrears were paid in accordance with that schedule and the monthly rent was paid on time.

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 \$2995.

An order shall issue requiring the respondent to pay the monthly rent on time and to pay the rent arrears in monthly installments of \$300, payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on February 28, 2014.

Should the respondent fail to pay the rent arrears in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full payment of any remaining balance, termination of the tenancy agreement and eviction.

This decision was made known to the parties and the conclusion of the hearing.

Hal Logsdon Rental Officer