IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MELISSA SANSPARIEL**, 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 -

## **MELISSA SANSPARIEL**

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 one thousand forty two dollars and thirty six cents (\$1042.36).
- 2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

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 **MELISSA SANSPARIEL**, 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-

# **MELISSA SANSPARIEL**

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

Melissa Sanspariel, respondent

**Date of Decision:** February 19, 2014

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**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 tenant.

The applicant provided a statement of the rent account which indicated a balance of rent owing

of \$1042.36. The monthly rent for the premises is \$1720 and the applicant holds a security

deposit of \$1620.

The respondent did not dispute the allegations and stated that she had applied for assistance in

order to pay the amount owing.

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 \$1042.36. In my opinion, the respondent should be given an opportunity to

determine if assistance will be forthcoming and arrange for the orderly payment of this amount.

The request for termination and eviction orders is denied at this time.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1042.36 and to

pay future rent on time. Should the current arrears not be paid in a reasonable period of time or if

the respondent continues to fail to pay the monthly rent, the applicant may file another

application seeking termination and eviction.

Hal Logsdon Rental Officer