

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**MONICA HERRELL**, 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 -

**MONICA HERRELL**

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 three hundred ninety two dollars and seventy six cents (\$5392.76).
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 Apartment 201, 4905 - 54th Avenue, Yellowknife, NT shall be terminated on April 30, 2014 and the respondent shall vacate the premises on that date unless at least four thousand five hundred dollars (\$4500.00) of the arrears have been paid to the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of April,  
2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**MONICA HERRELL**, 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-

**MONICA HERRELL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 2, 2014

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Marie Laberge, representing the applicant  
Monica Herrell, respondent  
Gloria Francis, witness for the respondent

**Date of Decision:** April 2, 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 \$5392.76. The monthly rent for the premises is \$1595.

The respondent did not dispute the allegations and stated that she had applied for financial assistance to help pay the arrears. The applicant agreed to continue the tenancy agreement if at least \$4500 of the rent arrears were paid on or before April 30, 2014. The respondent agreed to pay that amount and make arrangements with the landlord to pay the balance.

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 \$5392.76. In my opinion there are sufficient grounds to terminate the tenancy agreement unless at least \$4500 is paid on or before April 30, 2014.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$5392.76 and terminating the tenancy agreement on April 30, 2014 unless at least \$4500 is paid on or before that date.

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An eviction order to be effective on May 01, 2014 unless the \$4500 payment is made on or before April 30, 2014 shall be issued separately.

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Hal Logsdon  
Rental Officer