

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **FABIAN FRANKI**, 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 -

FABIAN FRANKI

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 two thousand seven hundred fifteen dollars and ninety cents (\$2715.90).
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 G313, 900 Lanky Court, Yellowknife, NT shall be terminated on May 23, 2014 and the respondent shall vacate the premises on that date unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of May, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **FABIAN FRANKI**, 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-

FABIAN FRANKI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 14, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Marie Laberge, representing the applicant
Fabian Franki, respondent

Date of Decision: May 14, 2014

REASONS FOR DECISION

The respondent was served with a notice of attendance by registered mail but failed to appear at the hearing. The hearing was held in her absence. She appeared after the matter had been heard and was permitted, with the consent of the applicant, to speak to the matter.

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 of rent owing in the amount of \$2715.90.

The respondent did not dispute the allegation and stated that she was now employed and would be able to pay the full amount by May 23, 2014. The applicant agreed to continue the tenancy agreement if the rent arrears were paid in full by that date.

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 \$2715.90. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$2715.90 and terminating the tenancy agreement on May 23, 2014 unless the arrears are paid in full. An eviction order to be effective on May 24, 2014 unless the rent arrears are paid in full on or before May 23, 2014 shall be issued separately.

Hal Logsdon
Rental Officer