IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **KATELIN PRENTICE**, 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 -

#### **KATELIN PRENTICE**

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 three thousand seven hundred fifty eight dollars and fifty seven cents (\$3758.57).
- 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 202, 5009 52nd Avenue, Yellowknife, NT shall be terminated on June 30, 2014 and the respondent shall vacate the premises on that date unless at least three thousand dollars (\$3000.00) of the rent arrears have been paid.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of May, 2014.

Hal Log	gsdon
Rental	Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **KATELIN PRENTICE**, 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-

## **KATELIN PRENTICE**

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

**Katelin Prentice, respondent** 

**Date of Decision:** May 14, 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 in evidence which indicated a balance of rent owing in the amount of \$3758.57.

The respondent did not dispute the allegations. She stated that she had been laid off from her job but was now fully employed and could pay the arrears. The parties agreed on a payment plan at the hearing and the applicant stated that they would continue the tenancy agreement and accept payments as per the agreed payment plan provided at least \$3000 of the planned payments were received by June 30, 2014.

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 \$3758.57. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless at least \$3000 of the arrears are paid by June 30, 2014.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3758.57 and terminating the tenancy agreement on June 30, 2014 unless at least \$3000 of the rent arrears are paid. An eviction order to be effective on July 1, 2014 unless \$3000 of the rent

arrears are	paid on	or before	June 30,	2014 shall	be issued	separately	y.
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Hal Logsdon Rental Officer