

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DESTINY RABESCA, 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 -

DESTINY RABESCA

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 one hundred ninety dollars and ninety seven cents (\$5190.97).
2. Pursuant to sections 41(4)(c) of 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment D308, 900 Lanky Court, Yellowknife, NT shall be terminated on October 31, 2014 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.
3. 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 15th day of October,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DESTINY RABESCA, 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-

DESTINY RABESCA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 8, 2014**

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

Appearances at Hearing: **Aya Burshan, representing the applicant**

Date of Decision: **October 8, 2014**

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

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 pay future rent on time and terminating the tenancy agreement unless the rent arrears were paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing of \$5190.97. The monthly rent for the premises is \$1645.

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 \$5190.97. 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 of \$5190.97 and terminating the tenancy agreement on October 31, 2014 unless those arrears are paid in full. The respondent shall also be ordered to pay future rent on time.

Hal Logsdon
Rental Officer