

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
GLORIA UHONGORA, 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 -

GLORIA UHONGORA

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 three hundred eighty one dollars (\$1381.00).
2. Pursuant to sections 41(4)(c) & 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 2, 5201 - 51st Street, Yellowknife, NT shall be terminated on January 15, 2015 and the respondent shall vacate the premises on that date unless the rent arrears of one thousand three hundred eighty one dollars (\$1381.00) have been paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of January,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
GLORIA UHONGORA, 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-

GLORIA UHONGORA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 7, 2015

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Metslal Mesgun, representing the applicant
Gloria Uhongora, respondent

Date of Decision: January 7, 2015

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 of \$2581. The applicant testified that a payment of \$1200 had been made earlier in the day which was not reflected on the statement, bringing the balance owing to \$1381. The monthly rent for the premises is \$1290.

The respondent did not dispute the allegations and stated that she could pay the full amount owing on or before January 15, 2015. The applicant was willing to continue the tenancy provided the rent arrears were paid by that date.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1381. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid by January 15, 2015.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1381 and terminating the tenancy agreement on January 15, 2015 unless those arrears are paid in full.

- 3 -

An eviction order to be effective on January 16, 2015 unless the rent arrears of \$1381 are paid on or before January 15, 2015 shall be issued separately.

Hal Logsdon
Rental Officer