

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**KRISTEN AREY**, 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 **INUVIK, NT**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**KRISTEN AREY**

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 three hundred sixteen dollars and eighty seven cents (\$3316.87).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 17, 20 Tununuk Place, Inuvik, NT shall be terminated on September 30, 2015 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of  
September, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**KRISTEN AREY**, 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-

**KRISTEN AREY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 9, 2015

**Place of the Hearing:** Inuvik, NT via teleconference

**Appearances at Hearing:** Aru Vashisht, representing the applicant

**Date of Decision:** September 9, 2015

**REASONS FOR DECISION**

The respondent was sent a Notice of Attendance via email in accordance with the *Residential Tenancies Act*. 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 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 \$3316.87. The monthly rent for the premises is \$1000.

A previous order (file #20-14399, filed on January 21, 2015) terminated the tenancy agreement on February 6, 2015 unless rent arrears were paid. The respondent did not pay the rent arrears until February 26, 2015 but the applicant reinstated the tenancy agreement and did not enforce the eviction of the respondent.

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 \$3316.87. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3316.87 and terminating the tenancy agreement on September 30, 2015. An eviction order to become effective on October 1, 2015 shall be issued separately.

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Hal Logsdon  
Rental Officer