

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **RITA AODLA AND CHUCK AODLA**, Respondents;

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 -

RITA AODLA AND CHUCK AODLA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for use and occupation of the rental premises in the amount of
 - a) three thousand four hundred seventy two dollars and thirty six cents (\$3472.36) plus,
 - b) fifty five dollars (\$55.00) for each day in November after November 29, 2012 that the respondents remain in possession of the premises plus,
 - c) fifty three dollars and thirty nine cents (\$53.38) for each day in December, 2012 and January, 2013 that the respondents remain in possession of the premises.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of December, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **RITA AODLA AND CHUCK AODLA**, Respondents.

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-

RITA AODLA AND CHUCK AODLA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 29, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: December 11, 2012

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order for payment of the alleged rent arrears and termination of the tenancy agreement and eviction.

The applicant provided a statement of the rent account which indicated a balance of rent owing of \$3527.36.

A previous order (file #10-12901, filed on July 5, 2012) required the respondents to pay rent arrears of \$3315 and terminated the tenancy agreement on July 31, 2012 unless the rent arrears were paid in full. The ledger indicates that the arrears were not paid in full by July 31 and the applicant stated that they had not reinstated the tenancy agreement or executed a new agreement. Therefore this tenancy agreement was lawfully terminated on July 31, 2012. An eviction order was also issued (file #10-12901B, filed on July 5, 2012). The rent arrears previously ordered have now been paid. The balance owing represents compensation for use and occupation after the termination of the tenancy agreement on July 31, 2012.

The tenants have been overholding since August 1, 2012. The applicant is entitled to compensation for use and occupation of the premises from that date to present. I calculate that amount to be \$3472.36 for the period August 1 - November 29, 2012.

Balance as at October 31, 2012	\$1872.36
November 1-29	<u>1600.00</u>
Total	\$3472.36

If the respondents occupy the premises on November 30, 2012 the respondents shall pay an additional \$55. If the respondents continue to occupy the premises in December, 2012 or in January, 2013 they shall pay the applicant an additional \$53.38 for each day they remain in possession during those months.

Hal Logsdon
Rental Officer