

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
CHARLES MARTIN, 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 -

CHARLES MARTIN

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 two thousand two hundred fifty eight dollars and seventeen cents (\$2258.17).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of
December, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
CHARLES MARTIN, 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-

CHARLES MARTIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 20, 2012

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Bright Lubansa, representing the applicant

Date of Decision: November 20, 2012

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of receipt but the respondent was provided with a notice from Canada Post on October 29, 2012 advising him that an item was available for pick-up. The respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The matter was heard in the absence of the respondent.

The applicant stated that the tenancy agreement was terminated on October 24, 2012 when the respondent abandoned the premises. The applicant retained the security deposit (\$1025) and the accrued interest (\$0.37) applying it against rent arrears (\$3283.54) resulting in a balance owing to the applicant of \$2258.17. The applicant sought an order requiring the respondent to pay that amount.

The applicant provided a statement of the account and inspection reports in evidence.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find rent arrears of \$2258.17 after the application of the security deposit and interest.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2258.17.

Hal Logsdon
Rental Officer