

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **SALLY JANE SMITH**, 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 -

SALLY JANE SMITH

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 three dollars (\$2253.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as F310, 900 Lanky Court, Yellowknife, NT shall be terminated on January 25, 2013 and the respondent shall vacate the premises on that date unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of January, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **SALLY JANE SMITH**, 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-

SALLY JANE SMITH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 3, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant

Date of Decision: January 3, 2013

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 however Canada Post confirmed that an attempt was made to deliver the notice on December 22, 2012 and a notice was left at the premises indicating where the item could be picked up. The applicant stated that the respondent was still in possession of the premises. An attempt was made prior to the hearing to contact the respondent by telephone and a voice mail message was left indicating the date, time and location of the hearing. The respondent did not 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 hearing was held in the absence of the respondent.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the rent arrears were paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2253. The monthly rent for the premises is \$1805 and the applicant holds a security deposit of \$1770.

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 \$2253. In my opinion, there are sufficient grounds to terminate the tenancy

agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2253 and terminating the tenancy agreement on January 25, 2013 unless those arrears are paid in full.

An eviction order to be effective on January 28, 2013 unless the rent arrears are paid on or before January 25, 2013 shall be issued separately.

Hal Logsdon
Rental Officer