

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ERIC BRAATHEN**, 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 -

ERIC BRAATHEN

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 nine hundred twenty five dollars (\$925.00).
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 Unit 104, 20 Bootlake Road, Inuvik, NT shall be terminated on September 15, 2013 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for September, 2013 in the total amount of one thousand nine hundred dollars (\$1900.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of September, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ERIC BRAATHEN**, 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-

ERIC BRAATHEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 28, 2013

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Doreen Philippa Vos, representing the applicant

Date of Decision: August 28, 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 but the respondent was provided with a notice from Canada Post advising him of the item. I note that the filed application, also sent to the respondent by registered mail by the applicant was refused. The applicant stated that the respondent was still in possession and had been personally served with a copy of the filed application after the original, sent by registered mail, had been refused. In my opinion, it is not unreasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breach 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 in evidence which indicated a balance of rent owing in the amount of \$925. The monthly rent for the premises is \$975 and the applicant holds a security deposit of \$975.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$925. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$925 and terminating the tenancy agreement on September 15, 2013 unless the rent arrears and the rent for September, 2013 in the total amount of \$1900 is paid in full.

An eviction order to be effective on September 16, 2013 unless the rent arrears and the September, 2013 rent are paid on or before September 15, 2013 shall be issued separately.

Hal Logsdon
Rental Officer