

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **CYRIL CARDINAL**, 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 -

CYRIL CARDINAL

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 five thousand five hundred sixteen dollars (\$5516.00).
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 Apartment 210, 600 Gitzel Street, Yellowknife, NT shall be terminated on March 15, 2014 and the respondent shall vacate the premises on that date unless the rent arrears and the March, 2014 rent in the total amount of seven thousand one hundred sixty one dollars (\$7161.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of February, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **CYRIL CARDINAL**, 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-

CYRIL CARDINAL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 19, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Wendy Hackett, representing the applicant

Date of Decision: February 19, 2014

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 Canada Post confirmed that a notice had been left with the respondent on February 4, 2014 advising him that the item was available for pick-up. The respondent failed to appear at the hearing and the hearing was held in his absence. The applicant stated that the respondent was still in possession of the premises. 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 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 which indicated a balance of rent arrears in the amount of \$5516. The monthly rent for the premises is \$1645 and the applicant holds a security deposit of \$1645.

The applicant stated that they would agree to continue the tenancy provided the rent arrears and the March rent were paid in full on or before March 15, 2014.

I find the statement in order and find the rent arrears to be \$5516. 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 \$5516 and terminating the tenancy agreement on March 15, 2014 unless the rent arrears and the rent for March, 2014 in the total amount of \$7161 are paid in full.

An eviction order to be effective on March 16, 2014 unless the rent arrears and the rent for March, 2014 in the total amount of \$7161 are paid in full on or before March 15, 2014 shall be issued separately.

Hal Logsdon
Rental Officer