

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DELORES NITSIZA AND FLOYD GON, 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 -

DELORES NITSIZA AND FLOYD GON

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of five thousand eight hundred fifty dollars (\$5850.00).
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 201, 5001 - 52nd Avenue, Yellowknife, NT shall be terminated on March 15, 2014 and the respondents shall vacate the premises on that date unless the rent arrears and the March, 2014 rent in the total amount of seven thousand four hundred forty five dollars (\$7445.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of
February, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DELORES NITSIZA AND FLOYD GON, 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-

DELORES NITSIZA AND FLOYD GON

Respondents/Tenants

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 respondents were sent Notices 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 respondents on February 4, 2014 advising them that the item was available for pick-up. The respondents failed to appear at the hearing and the hearing was held in their absence. The applicant stated that the respondents were still in possession of the premises. In my opinion, it is not unreasonable to deem the Notices of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*.

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

The applicant provided a statement of the rent account which indicated a balance of rent arrears in the amount of \$5850. The monthly rent for the premises is \$1595 and the applicant holds a security deposit of \$797.50.

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 \$5850. 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 respondents to pay the applicant rent arrears in the amount of \$5850 and terminating the tenancy agreement on March 15, 2014 unless the rent arrears and the rent for March, 2014 in the total amount of \$7445 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 \$7445 are paid in full on or before March 15, 2014 shall be issued separately.

Hal Logsdon
Rental Officer