

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ANDREW BANKSLAND**, 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 -

**ANDREW BANKSLAND**

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 seventy nine dollars (\$2279.00).
  
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 105, 1200 Gitzel Street, Yellowknife, NT shall be terminated on July 15, 2014 and the respondent shall vacate the premises on that date unless the rent arrears and the rent for July, 2014 in the total amount of three thousand seven hundred forty nine dollars (\$3749.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of June, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**ANDREW BANKSLAND**, 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-

**ANDREW BANKSLAND**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 25, 2014

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Aya Burshan, representing the applicant

**Date of Decision:** June 25, 2014

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

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.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2279. The monthly rent for the premises is \$1470.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$2279. 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 of \$2279 and terminating the tenancy agreement on July 15, 2014 unless the rent arrears and the July rent in the total amount of \$3749 are paid in full. An eviction order to be effective on July 16, 2014 unless the rent arrears and the July, 2014 rent are paid in full on or before July 15, 2014 shall be issued separately.

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Hal Logsdon  
Rental Officer