

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MARTIN YOUNG AND QUENTIN REEVES, 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 -

MARTIN YOUNG AND QUENTIN REEVES

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 four thousand five hundred sixty nine dollars (\$4569.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 304, 600 Gitzel Street, Yellowknife, NT shall be terminated on August 29, 2014 and the respondents 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 7th day of August,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MARTIN YOUNG AND QUENTIN REEVES, 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-

MARTIN YOUNG AND QUENTIN REEVES

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 6, 2014
Place of the Hearing: Yellowknife, NT
Appearances at Hearing: Aya Burshan, representing the applicant
Date of Decision: August 6, 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 delivery was attempted and a notice left on July 21, 2014 indicating where the item could be picked up. The respondents failed to appear at the hearing. I also note that the *Application to a Rental Officer* was sent to the respondents by the applicant by registered mail and was returned to the applicant unclaimed after nineteen days. It would appear that the respondents may be avoiding service. 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 hearing was held in the absence of the respondents.

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 unless the rent arrears were promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$4569.

A previous order (file #10-13859, filed on January 9, 2014) has been satisfied.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$4569. 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 \$4569 and terminating the tenancy agreement on August 29, 2014 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer