

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **EINER DAUTEL**, 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 -

EINER DAUTEL

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 one thousand one hundred seven dollars and ninety seven cents (\$1107.97).
2. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to pay for water during the term of the tenancy agreement and shall not breach that obligation again.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of November, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **EINER DAUTEL**, 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-

EINER DAUTEL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 8, 2014**

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

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

Date of Decision: **October 8, 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 advising where the item could be picked up was left at the respondent's address on September 23, 2014. The applicant stated that the respondent was still in possession of the rental premises. In my opinion, it is not unreasonable to deem the Notice of Attendance served in accordance with 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 breached the tenancy agreement by failing to pay rent and by failing to pay for water during the term of the tenancy. The applicant sought an order requiring the respondent to pay the alleged rent arrears and water charges and to comply with his obligation to pay for water in the future.

The applicant provided a statement of account in evidence which indicated a balance owing of \$1107.97. The statement includes charges for water which were added to the landlord's tax account on December 31, 2013 because the respondent's account was in arrears. Applying payments to the oldest debt, I find that these charges have been paid to the applicant along with another non-rent charge to clean up dog faeces on the respondent's deck. Therefore the balance shown are all arrears of rent.

Notices from the City of Yellowknife provided in evidence indicate that water arrears were charged to the tax account in accordance with the City's bylaw. A statement of the water account indicates that the water account continues to be unpaid by the respondent. The tenancy agreement between the parties obligates the tenant to pay for water during the term of the agreement.

I find the respondent in breach of his obligation to pay rent and his obligation to pay for water in accordance with the tenancy agreement. I find rent arrears of \$1107.97.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1107.97, and to comply with his obligation to pay for water and not breach that obligation again.

Hal Logsdon
Rental Officer