

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **RON OBESTER**, 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 -

RON OBESTER

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 four thousand three hundred ninety seven dollars and twenty eight cents (\$4397.28).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 14, 15 Ptarmigan Road, Yellowknife, NT shall be terminated on October 31, 2011 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of October, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **RON OBESTER**, 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-

RON OBESTER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 12, 2011**

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

Appearances at Hearing: **Maigan Lefrancois, representing the applicant**

Date of Decision: **October 13, 2011**

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. 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 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 \$4504.28. Included in that amount are penalties for late rent and two charges for returned cheques. The monthly rent for the premises is \$2050.

The applicant has charged a penalty for late rent of \$7 in June, 2011 when the rent for that month was paid on time. The applicant has also charged \$50 on two occasions for returned cheques but did not provide any evidence that they incurred that cost or that \$50 was a reasonable estimate of damage. Relief for these amounts is denied.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$4397.28 calculated as follows:

Balance as per statement	\$4504.28
Less NSF charges	(100.00)
Less penalty	<u>(7.00)</u>
Total	\$4397.28

In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$4397.28 and terminating the tenancy agreement on October 31, 2011. The applicant stated that the respondent has given notice to terminate the agreement on that date. An eviction order to be effective on November 1, 2011 shall be issued separately

Hal Logsdon
Rental Officer