

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**PATRICK MCLEOD**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **INUVIK, NT**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**PATRICK MCLEOD**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #20-12122, filed on June 16, 2011) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of seven thousand seven hundred forty four dollars and eighty six cents (\$7744.86).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 208, 20 Bootlake Road, Inuvik, NT shall be terminated on January 13, 2012 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of January,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**PATRICK MCLEOD**, 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-

**PATRICK MCLEOD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 4, 2012

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

**Appearances at Hearing:** Bright Lubansa, representing the applicant

**Date of Decision:** January 4, 2012

**REASONS FOR DECISION**

The respondent was personally 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 which indicated a balance of rent owing in the amount of \$7744.86. A previous order (file #20-12122, filed on June 16, 2011), required the respondent to pay rent arrears of \$5771.86 in monthly installments and to pay the monthly rent on time. The statement indicates that the previous order has been breached.

I find the statement in order and find the respondent in breach of his obligation to pay rent and in breach of the previous order. I find the rent arrears to be \$7744.86. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue rescinding the previous order and requiring the respondent to pay rent arrears of \$7744.86 in lump sum. The order shall terminate the tenancy agreement on January 13, 2012 and require the respondent to vacate the premises on that date. An eviction order to be effective on January 14, 2012 shall be issued separately.

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Hal Logsdon  
Rental Officer