

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
KENNETH BALSILLIE, 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 -

KENNETH BALSILLIE

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 seventy three dollars and fourteen cents (\$2073.14).
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 16, 5201 - 51st Street, Yellowknife, NT shall be terminated on March 15 2012 and the respondent shall vacate the premises on that day unless the rent arrears and the March, 2012 rent in the total amount of three thousand five hundred twenty three dollars and fourteen cents (\$3523.14) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of
February, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
KENNETH BALSILLIE, 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-

KENNETH BALSILLIE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 28, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: February 28, 2012

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail. At the time of the hearing, there was no confirmation of delivery however the respondent was contacted by phone on February 24, 2012 and was informed of the notice and the time, place and date of the hearing. The respondent failed to appear at the hearing and the hearing was held in his absence. In my opinion, it is not unreasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the arrears were paid in full.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2073.14. The monthly rent for the premises is \$1450.

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 \$2073.14. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. The tenancy agreement obligates the tenant to pay the monthly rent in advance, making the March, 2012 rent due and payable on or before March 1, 2012

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2073.14 and terminating the tenancy agreement on March 15, 2012 unless the rent arrears and the March, 2012 rent in the total amount of \$3523.14 are paid in full. I calculate that amount as follows:

Rent arrears	\$2073.14
March, 2012 rent	<u>1450.00</u>
Total	\$3523.14

An eviction order to be effective on March 16, 2012 unless the rent arrears and the March, 2012 rent are paid in full on or before March 15, 2012 shall be issued separately.

Hal Logsdon
Rental Officer