

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **RITA AODLA AND CHUCK AODLA**, 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 -

**RITA AODLA AND CHUCK AODLA**

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 three thousand three hundred fifteen dollars (\$3315.00).
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 204, 42 Con Road, Yellowknife, NT shall be terminated on July 31, 2012 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 5th day of July, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **RITA AODLA AND CHUCK AODLA**, 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-

**RITA AODLA AND CHUCK AODLA**

Respondents/Tenants

**REASONS FOR DECISION**

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

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

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

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

### **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 however Mr. Aodla was contacted by telephone on July 3, 2012 and informed of the notices as well as the time, date and location of the hearing. The respondents did not appear at the hearing and the hearing was held in their absence. In my opinion it is not unreasonable to deem the Notices of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*.

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 and evicting the respondents unless the rent arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing of \$3315. The monthly rent for the premises is \$1655.

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 \$3315. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent is promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$3315 and

terminating the tenancy agreement on July 31, 2012 unless the arrears are paid in full.

An eviction order to be effective on August 1, 2012 if the rent arrears are not paid on or before July 31, 2012 shall be issued separately.

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Hal Logsdon  
Rental Officer