

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**HOWARD LUCAS AND ANDREA CARDINAL**, 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 **INUVIK, NT**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**HOWARD LUCAS AND ANDREA CARDINAL**

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 four thousand five hundred thirteen dollars and thirty four cents (\$4513.34).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 205, 7 Council Crescent, Inuvik, NT shall be terminated on July 23, 2012 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of July,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**HOWARD LUCAS AND ANDREA CARDINAL**, 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-

**HOWARD LUCAS AND ANDREA CARDINAL**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 12, 2012

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

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

**Date of Decision:** July 12, 2012

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$4513.34. The monthly rent for the premises is \$1250. The applicant noted that the respondents had given notice to terminate the tenancy agreement on July 31, 2012 which is the end of the term. The applicant stated that he still wished to have the termination and eviction order considered as soon as possible.

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 \$4513.34. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$4513.34 and terminating the tenancy agreement on July 23, 2012. An eviction order to be

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effective on July 24, 2012 shall be issued separately.

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Hal Logsdon  
Rental Officer