

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**STACEY COCKNEY**, 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 **INUVIK, NT**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**STACEY COCKNEY**

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 three thousand four hundred ninety eight dollars and eighty three cents (\$3498.83).
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 301, 60 Bompas Street, Inuvik, NT shall be terminated on July 31, 2012 and the respondent shall vacate the premises on that day unless rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of July,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**STACEY COCKNEY**, 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-

**STACEY COCKNEY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 19, 2012

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

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

**Date of Decision:** July 19, 2012

### **REASONS FOR DECISION**

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing, there was no confirmation of receipt however a notice was provided to the respondent by Canada Post on July 5, 2012 indicating where the item could be picked up. The applicant stated that the respondent was still in possession of the premises. 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 respondent failed to appear at the hearing and the hearing was held in her absence.

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 rent was paid in full.

The applicant provided a statement of the rent account which indicated a balance of rent owing of \$3498.83. The monthly rent for the premises is \$1500.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find rent arrears of \$3498.83. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3498.83 and terminating the tenancy agreement on July 31, 2012 unless those arrears are paid in full. An

eviction order to be effective on August 1, 2012 unless the rent arrears are paid on or before July 31, 2012 shall be issued separately.

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Hal Logsdon  
Rental Officer