

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JAMES COXFORD AND DENNIS ROGERS AND HERMAN KAGLIK JR.**, 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 -

**JAMES COXFORD AND DENNIS ROGERS AND HERMAN KAGLIK JR.**

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 two thousand fifteen dollars and one cent (\$2015.01).
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 08 Alder Road, Inuvik, NT shall be terminated on September 14, 2012 and the respondents shall vacate the premises on that date unless the rent arrears and the rent for September, 2012 in the total amount of four thousand fifteen dollars and one cent (\$4015.01) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of August, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JAMES COXFORD AND DENNIS ROGERS AND HERMAN KAGLIK JR.**, 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-

**JAMES COXFORD AND DENNIS ROGERS AND HERMAN KAGLIK JR.**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** August 28, 2012

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

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

**Date of Decision:** August 28, 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. The applicant 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 account which indicated a balance of rent owing in the amount of \$2015.01. The monthly rent for the premises is \$2000.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find rent arrears of \$2015.01. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2015.01. The tenancy agreement shall be terminated on September 14, 2012 unless the rent arrears and the rent for September, 2012 in the total amount of \$4015.01 are paid in full. I calculate that amount as follows:

- 3 -

Rent arrears	\$2015.01
September rent	<u>2000.00</u>
Total	\$4015.01

An eviction order to be effective on September 17, 2012 unless the rent arrears and the September rent totaling \$4015.01 are paid on or before September 14, 2012 shall be issued separately.

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Hal Logsdon  
Rental Officer