

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
ERNEST BERNHARDT, 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 -

ERNEST BERNHARDT

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 one thousand four hundred fifty dollars (\$1450.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant call out charges in the amount of seventy eight dollars (\$78.00).
3. 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 203, 7 Council Crescent, Inuvik, NT shall be terminated on September 14, 2012 and the respondent shall

vacate the premises on that date unless the rent arrears, call out charges and the rent for September, 2012 in the total amount of two thousand nine hundred seventy eight dollars (\$2978.00) are paid in full.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
ERNEST BERNHARDT, 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-

ERNEST BERNHARDT

Respondent/Tenant

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 respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for a call out charge. The applicant sought an order requiring the respondent to pay the alleged rent arrears and the call out charge and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$1450 and an outstanding call out charge of \$78. The applicant stated that they were required to attend the premises when smoke was observed coming from the respondent's apartment due to unattended burning food on the stove.

The monthly rent for the premises is \$1450. The applicant holds a security deposit of \$1450.

I find the statement in order and find the respondent in breach of his obligation to pay rent and find rent arrears of \$1450. I find the call out charges of \$78 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and call out charges are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1450 and call out charges of \$78. The tenancy agreement shall be terminated on September 14, 2012 unless the rent arrears, call out charges and the rent for September, 2012 in the total amount of \$2978 is paid in full. I calculate that amount as follows:

Rent arrears	\$1450
Call out charges	78
September rent	<u>1450</u>
Total	\$2978

An eviction order to be effective on September 17, 2012 unless the rent arrears, call out charges and the September rent totaling \$2978 is paid on or before September 14, 2012 shall be issued separately.

Hal Logsdon
Rental Officer