

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **BRETT HODGES**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**BRETT HODGES**

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 ten thousand one hundred forty nine dollars (\$10,149.00).
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 14, 15 Ptarmigan Road (Three Lakes), Yellowknife, NT shall be terminated on November 29, 2012 and the respondent 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 14th day of November, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **BRETT HODGES**, 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-

**BRETT HODGES**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 9, 2012

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

**Appearances at Hearing:** Lillian Sliwka, representing the applicant

**Date of Decision:** November 9, 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 that the Notice of Attendance had been received but the respondent was provided with a notice from Canada Post on October 25, 2012 that an item was available for him to pick up. A voice mail was also left at the respondent's home telephone number indicating the location, date and time of the hearing. In my opinion it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The respondent did not 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. 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 arrears were paid in full.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$10,149. The monthly rent for the premises is \$2085 and the applicant holds a security deposit of \$2085.

I find the statement in order and find rent arrears of \$10,149. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$10,149 and terminating the tenancy agreement on November 29, 2012 unless the rent arrears are paid in full.

An eviction order shall be issued separately.

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Hal Logsdon  
Rental Officer