

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JESSICA PETERS, 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 -

JESSICA PETERS

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 two thousand two hundred eighty three dollars (\$2283.00).
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 6, 4508 49th Avenue (Frobisher) shall be terminated on December 14, 2012 and the respondent shall vacate the premises on that date unless the rent arrears and the December, 2012 rent in the total amount of three thousand seven hundred three dollars (\$3703.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of
December, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JESSICA PETERS, 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-

JESSICA PETERS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 29, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: November 29, 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 but the respondent was provided with a notice by Canada Post on November 15, 2012 indicating that the item was available for pick up. The respondent did not appear at the hearing. 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 hearing was held in the absence of the respondent.

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

The applicant provided a statement of the rent account that indicated a balance of rent owing in the amount of \$2283. The monthly rent for the premises is \$1420.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2283. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2283 and terminating the tenancy agreement on December 14, 2012 unless those arrears and the

December, 2012 rent in the total amount of \$3703 are paid in full. I calculate that amount as follows:

Balance as per ledger	\$2283
December/12 rent	<u>1420</u>
Total	\$3703

An eviction order shall be issued separately.

Hal Logsdon
Rental Officer