

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**JEREMY CARDINAL**, 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 -

**JEREMY CARDINAL**

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 four thousand seven hundred ninety six dollars and eighty one cents (\$4796.81).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 105, 20 Bootlake Road, Inuvik, NT shall be terminated on January 22, 2013 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of January,  
2013.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**JEREMY CARDINAL**, 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-

**JEREMY CARDINAL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 15, 2013

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

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

**Date of Decision:** January 15, 2013

**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 sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing as at November 20, 2012 in the amount of \$2415.14. The applicant testified that since that date, the rents for December, 2012 (\$1200) January, 2013 (\$1200) had come due and no payments had been received, bringing the current balance owing to \$4815.14.

The statement contains a security deposit debit of \$18.33 with no corresponding credit.

Deducting the debit from the current balance I find rent arrears to be \$4796.81.

I find the respondent in breach of his obligation to pay rent and find sufficient grounds to terminate the tenancy agreement. No rent has been paid by the respondent since September, 2012.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$4796.81 and

- 3 -

terminating the tenancy agreement on January 22, 2013. An eviction order to be effective on January 23, 2013 shall be issued separately.

---

Hal Logsdon  
Rental Officer