

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ALLAN LANDRY**, 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 -

ALLAN LANDRY

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 eight thousand five hundred ninety four dollars (\$8594.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 306, 42 Con Road, Yellowknife, NT shall be terminated on February 26, 2013 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of February, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ALLAN LANDRY**, 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-

ALLAN LANDRY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 13, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant

Date of Decision: February 13, 2013

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent contacted the Rental Office prior to the commencement of the hearing and made arrangements to appear by telephone. An arrangement was made but the respondent's telephone number was constantly busy over 50 minutes and the respondent could not be contacted. The hearing was held in his absence.

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and by disturbing other tenants. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the tenant.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$8594. The statement indicates that no rent whatsoever has been paid since August 17, 2012. The applicant also provided a security report dated November 24, 2012 outlining loud music coming from the respondent's apartment at 6:10 AM.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$8594. In my opinion, there are sufficient grounds to terminate the tenancy agreement for non-payment of rent alone. The respondent clearly has little or no intention of paying the lawful rent to the landlord.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$8594 and terminating the tenancy agreement on February 26, 2013. An eviction order to be effective on February 27, 2013 shall be issued separately.

Hal Logsdon
Rental Officer