

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
RONALD BINDER, 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 -

RONALD BINDER

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 and late rent penalties in the amount of three thousand seven hundred sixty dollars (\$3760.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 210, 5-9 Council Crescent, Inuvik, NT shall be terminated on March 31, 2013 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of March,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
RONALD BINDER, 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-

RONALD BINDER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 19, 2013

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Bright Lubansa, representing the applicant

Date of Decision: March 19, 2013

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 delivery but the respondent was contacted by phone on March 15, 2013 by the rental officer who advised him of the notice and the time, date and location of the hearing. In my opinion, it is reasonable to deem the Notice of Attendance served. 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 which indicated a balance of rent owing in the amount of \$3750 and penalties for late rent of \$10. The monthly rent for the premises is \$1250.

A previous tenancy agreement between the parties preceded this agreement. The current agreement commenced on January 1, 2013. No rent has been paid since the commencement of this agreement resulting in three months of rent arrears.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears and penalties for late rent to be \$3760. 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 and late rent penalties of \$3760 and terminating the tenancy agreement on March 31, 2013. An eviction order to be effective on April 1, 2013 shall be issued separately.

Hal Logsdon
Rental Officer