

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MICHAEL NORMANDIN, 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 -

MICHAEL NORMANDIN

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 six thousand sixty four dollars and sixty six cents (\$6064.66).
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 409, 42 Con Road, Yellowknife, NT shall be terminated on April 30, 2013 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 4th day of April,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MICHAEL NORMANDIN, 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-

MICHAEL NORMANDIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 3, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant

Date of Decision: April 3, 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 receipt but the respondent was contacted by phone on April 3, 2013 and advised of the location, date and time of the hearing. The respondent failed to appear at the hearing and the hearing was held in his absence. 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 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 arrears were paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$6064.66. The monthly rent for the premises is \$1650.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$6064.66. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$6064.66 and terminating the tenancy agreement on April 30, 2013 unless those arrears are paid in full.

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An eviction order to be effective on May 1, 2013 unless the rent arrears of \$6064.66 are paid in full on or before April 30, 2013 shall be issued separately.

Hal Logsdon
Rental Officer