

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JEREMY WANNAMAKER AND LEVI WANNAMAKER, Respondents;

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 -

JEREMY WANNAMAKER AND LEVI WANNAMAKER

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of five thousand eight hundred thirty five dollars (\$5835.00).
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 304, 42 Con Road, Yellowknife, NT shall be terminated on January 15, 2014 and the respondents shall vacate the premises on that date unless the rent arrears and the rent for January, 2014 in

the total amount of seven thousand four hundred eighty five dollars (\$7485.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of December, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JEREMY WANNAMAKER AND LEVI WANNAMAKER, Respondents.

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 WANNAMAKER AND LEVI WANNAMAKER

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 13, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant

Date of Decision: December 13, 2013

REASONS FOR DECISION

The respondents were unable to be served by personal service. The applicant was notified and asked to check if the respondents had vacated the premises. The applicant testified that a staff member had entered the apartment believing it to be abandoned, to find it still occupied by the respondents. Another Notice of Attendance was sent to the respondents by registered mail. At the time of the hearing there was no confirmation of delivery. In my opinion, the respondents are avoiding service of the Notice of Attendance and it is not unreasonable to deem the notice served in accordance with section 71(5) of the *Residential Tenancies Act*. The respondents failed to appear at the hearing and the hearing was held in their absence.

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

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing as at November 1, 2013 of \$7469. The applicant testified that since that date, the December rent of \$1650 had come due, late fees of \$16 had been applied and a payment of \$3300 had been made, bringing the balance owing to \$5835. The applicant holds a security deposit of \$1650 and the monthly rent for the premises is \$1650.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be

\$5835. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

A order shall issue requiring the respondents to pay rent arrears of \$5835 and terminating the tenancy agreement on January 15, 2014 unless the rent arrears and the January, 2014 rent in the total amount of \$7485 is paid in full.

An eviction order to be effective of January 16, 2014 unless the rent arrears and the January 2014 rent is paid in full on or before January 15, 2014.

Hal Logsdon
Rental Officer