

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
WILBERT COOK, 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 -

WILBERT COOK

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 penalties for late rent in the amount of six thousand twenty eight dollars (\$6028.00).
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 5436 - 52nd Street, Yellowknife, NT shall be terminated on December 31, 2013 and the respondent shall vacate the premises on that date unless the rent arrears, penalties for late rent and the rent

for December, 2013 in the total amount of eight thousand eighteen dollars (\$8018.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of December, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
WILBERT COOK, 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-

WILBERT COOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 27, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant

Date of Decision: November 27, 2013

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. Because there was no confirmation of receipt, the respondent was personally contacted by telephone on November 26, 2013 and informed of the notice and the date, location and time of the hearing. On the day of the hearing, the respondent filed a document with the rental office stating that he would not appear at the hearing and offering an explanation as to why he had failed to pay the rent. The respondent did not seek an adjournment. The hearing proceeded 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 and penalties for late rent in the amount of \$6028. The applicant holds a security deposit of \$1920. The monthly rent for the premises is \$1990.

The respondent's written submission did not dispute the amount owing. The document outlined that the respondent expected a large retroactive payment which would be sufficient to pay the rent arrears. The applicant agreed to continue the tenancy agreement provided the rent arrears and the December, 2013 rent were paid in full on or before December 31, 2013.

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 \$6028. An order shall issue requiring the respondent to pay the applicant rent arrears of \$6028 and terminating the tenancy agreement on December 31, 2013 unless the rent arrears and the December, 2013 rent totalling \$8018 are paid in full.

An eviction order to be effective on January 1, 2014 unless the rent arrears and the December, 2013 rent are paid on or before December 31, 2013 shall be issued separately.

Hal Logsdon
Rental Officer