

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JESSICA ANABLAK AND CHRISTOPHER BANKSLAND, 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 -

JESSICA ANABLAK AND CHRISTOPHER BANKSLAND

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 three thousand seven hundred eighty one dollars and sixty two cents (\$3781.62).
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 202, 600 Gitzel Street, Yellowknife, NT shall be terminated on March 31, 2014 and the respondents 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 13th day of March,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JESSICA ANABLAKE AND CHRISTOPHER BANKSLAND, 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-

JESSICA ANABLAKE AND CHRISTOPHER BANKSLAND

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 12, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Marie Laberge, representing the applicant

Date of Decision: March 12, 2014

REASONS FOR DECISION

The respondents were sent Notice of Attendance by registered mail but failed to appear at the hearing. There was no confirmation that the notices had been received, but an attempted delivery was made on February 28, 2014 and a notice left by Canada Post indicating that the item was available for pick-up. The applicant stated that the respondents were still in possession of the premises and the application was successfully served by registered mail at the same address. A voice mail was left on the respondents' telephone by the rental officer informing them of the date, location and time of the hearing. In my opinion, it is not unreasonable to deem the Notices of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the respondents.

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 which indicated a balance owing of \$3781.62. The monthly rent for the premises is \$1440 and the applicant holds a security deposit of \$1440.

I find the statement in order and find the respondents in breach of their obligation to pay rent. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears

are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$3781.62 and terminating the tenancy agreement on March 31, 2014 unless the rent arrears are paid in full.

An eviction order to be effective on April 1, 2014 unless the rent arrears of \$3781.62 are paid on or before March 31, 2014 shall be issued separately.

Hal Logsdon
Rental Officer