

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MAIGAN LEFRANCOIS, 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 -

MAIGAN LEFRANCOIS

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 two thousand five hundred five dollars (\$2505.00).
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 5418 - 52nd Street, Yellowknife, NT shall be terminated on March 31, 2014 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 13th day of March,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MAIGAN LEFRANCOIS, 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-

MAIGAN LEFRANCOIS

Respondent/Tenant

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 respondent was sent a Notice of Attendance by registered mail but failed to appear at the hearing. There was no confirmation that the notice 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 respondent was still in possession of the premises. The respondent was formerly employed by the applicant and is very familiar with process pursuant to the *Residential Tenancies Act*. The applicant stated that the respondent's room mates have attended her office and are aware of the status of the rent account. The respondent's failure to pick up the application and the notice suggest she may be avoiding service. In my opinion, it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the respondent.

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 owing of \$2505. The monthly rent for the premises is \$1440 and the applicant holds a security deposit of \$1405.

I find the statement in order and find the respondent in breach of her 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 respondent to pay the applicant rent arrears in the amount of \$2505 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 \$2505 are paid on or before March 31, 2014 shall be issued separately.

Hal Logsdon
Rental Officer