

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
RAYMOND SEEGERTS, 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 -

RAYMOND SEEGERTS

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 two hundred sixty five dollars (\$6265.00).
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 5450 52nd Street, Yellowknife, NT shall be terminated on June 30, 2014 and the respondent shall vacate the premises on that date unless the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of June,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
RAYMOND SEEGERTS, 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-

RAYMOND SEEGERTS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 4, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sara Thomson, representing the applicant

Date of Decision: June 4, 2014

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 an attempted delivery was made on May 20, 2014 and a notice left at the premises indicating where the item could be picked up. The rental officer also left a voice mail message at the respondent's home telephone number on June 3, 2014 indicating the time, location and date of the hearing. The respondent failed to appear. 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. The applicant 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 of rent owing of \$6265.

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 \$6265. 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

\$6265 and terminating the tenancy agreement on June 30, 2014 unless the arrears are paid in full.

An eviction order to be effective on July 1, 2014 unless the rent arrears are paid on or before June 30, 2014 shall be issued separately.

Hal Logsdon
Rental Officer