

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **AIMEE HAUCK**, 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 -

AIMEE HAUCK

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 four thousand seven hundred ninety two dollars (\$4792.00).
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 221, 5603-51A Avenue, Yellowknife, NT shall be terminated on July 15, 2014 and the respondent shall vacate the premises on that date unless the rent arrears and the July, 2014 rent in the total amount of six thousand three hundred fifty two dollars (\$6352.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of June, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **AIMEE HAUCK**, 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-

AIMEE HAUCK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 25, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Aya Burshan, representing the applicant

Date of Decision: June 25, 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 delivery but Canada Post confirmed that delivery was attempted on June 11 and a notice left indicating where the item could be picked up. In my opinion, it is not unreasonable to deem the notice served in accordance with 71(5) of the *Residential Tenancies Act*. The respondent failed to appear at the hearing and the hearing was held in her 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 owing in the amount of \$4792. The monthly rent for the premises is \$1560. A previous order (file #10-13724, filed on October 30, 2013) has been satisfied.

The applicant stated that they would be willing to continue the tenancy if the rent arrears were paid or if the parties could agree on a schedule for repayment.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$4792. 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 of \$4792 and terminating the tenancy agreement on July 15, 2014 unless the rent arrears and the July rent in the total amount of \$6352 are paid in full. An eviction order to be effective on July 16, 2014 unless the rent arrears and the July, 2014 rent are paid in full on or before July 15, 2014 shall be issued separately.

Hal Logsdon
Rental Officer