

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
EDWARD JAMES KOGIAK, 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 **INUVIK, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

EDWARD JAMES KOGIAK

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 one thousand four hundred ninety eight dollars and five cents (\$1498.05).
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 310, 60 Bompas Street, Inuvik, NT shall be terminated on September 25, 2014 and the respondent shall vacate the premises on that date unless the rent arrears of one thousand four hundred ninety eight dollars and five cents (\$1498.05) 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 11th day of
September, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
EDWARD JAMES KOGIAK, 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-

EDWARD JAMES KOGIAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 9, 2014

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Aru Vashisht, representing the applicant

Date of Decision: September 9, 2014

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held 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 which indicated a balance of rent owing in the amount of \$1498.05. The monthly rent for the premises is \$1400 and the applicant holds a security deposit of \$1400. The statement indicates that the respondent has been in arrears of rent since January 1, 2014.

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 \$1498.05. 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 \$1498.05 and terminating the tenancy agreement on September 25, 2014 unless those rent arrears

are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

An eviction order to be effective on September 26, 2014 unless the rent arrears of \$1498.05 are paid on or before September 25, 2014 shall be issued separately.

Hal Logsdon
Rental Officer