

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DELTA CABS**, 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 -

**DELTA CABS**

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 three hundred ninety five dollars (\$1395.00).
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 104, 50 Tununuk Drive, Inuvik, NT shall be terminated on February 6, 2015 and the respondent shall vacate the premises on that date unless the rent arrears and the rent for February, 2015 in the total amount of two thousand five hundred twenty dollars (\$2520.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of January, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DELTA CABS**, 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-

**DELTA CABS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 14, 2015

**Place of the Hearing:** Inuvik, NT

**Appearances at Hearing:** Aru Vishisht, representing the applicant  
Bright Lubansa, representing the applicant

**Date of Decision:** January 14, 2015

**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 Canada Post confirmed that a notice was left at the respondent's address on December 23, 2014 indicating where the item could be picked up. The respondent failed to appear at the hearing. 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 matter was heard 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 unless the rent arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing of \$4445. The applicant testified that a payment of \$3050 had been made that day which did not appear on the statement, bringing the balance owing to \$1395. The monthly rent for the premises is \$1125.

I find the respondent in breach of their obligation to pay rent and find the rent arrears to be \$1395. 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 \$1395 and terminating the tenancy agreement on February 6, 2015 unless the rent arrears and the February, 2015 rent totalling \$2520 are paid in full. I calculate that amount as follows:

Balance as per statement	\$4445
less pmt	(3050)
plus February/15 rent	<u>1125</u>
Total	\$2520

An eviction order to be effective on February 7, 2015 unless the rent arrears and the February rent are paid in full on or before February 6, 2015 shall be issued separately.

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Hal Logsdon  
Rental Officer