

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **KELLY BETSINA**, 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 -

**KELLY BETSINA**

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 five thousand three hundred sixty seven dollars and fifty cents (\$5367.50).

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of February, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **KELLY BETSINA**, 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-

**KELLY BETSINA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 7, 2015

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

**Appearances at Hearing:** Metslal Mesgun, representing the applicant

**Date of Decision:** January 7, 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 18, 2014 advising him 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 pursuant to section 71(5) of the *Residential Tenancies Act*. The matter was heard in the absence of the respondent.

The tenancy agreement between the parties was terminated on December 31, 2014 when the respondent vacated the premises. The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to repair damages to the rental premises and failing to pay for water during the term of the tenancy agreement. Although the applicant has prepared a statement of the security deposit and deductions and provided it in evidence at the hearing, the statement has not been served on the respondent nor was it required to be at the time of the hearing. The application which was served on the respondent seeks only the payment of rent arrears. The statement indicates a balance of rent arrears as at December 31, 2014 of \$5367.50.

Due to lack of service of the security deposit statement on the respondent, I shall only consider the allegations regarding the rent arrears at this time. The applicant may file another application regarding the repair costs and water charges net of the security deposit after serving the statement

of the security deposit and the check-out inspection on the respondent.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$5367.50. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5367.50.

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Hal Logsdon  
Rental Officer