

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JAY WADSWORTH**, 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 -

**JAY WADSWORTH**

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 six hundred thirty nine dollars and twelve cents (\$4639.12).
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 308, 5123 - 53rd Street, Yellowknife, NT shall be terminated on September 15, 2015 and the respondent shall vacate the premises on that date unless the rent arrears and the rent for September,

2015 in the total amount of five thousand eight hundred thirty nine dollars and twelve cents (\$5839.12) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of August, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JAY WADSWORTH**, 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-

**JAY WADSWORTH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 19, 2015

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

**Appearances at Hearing:** Aya Burshan, representing the applicant

**Date of Decision:** August 26, 2015

### **REASONS FOR DECISION**

The applicant requested that the style of cause of the application be amended to reflect the proper legal name of the landlord. The style of cause of this order has been amended accordingly.

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 August 5, 2015 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 pursuant to 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.

The tenancy agreement between the parties was made for premises which were destroyed in a fire. The applicant relocated the respondent to another apartment building, entered into a new tenancy agreement and transferred the security deposit and a balance of rent arrears of \$2665.92 to the new account. The monthly rent is \$1200. Given the circumstances and the fact that the previous tenancy agreement was terminated by frustration less than six months before the application was made, it is reasonable, in my opinion, to hear and determine the rent arrears

related to the previous tenancy agreement and those of the current tenancy agreement at a common hearing.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$4682.32. That amount includes two debits of \$43.20 which the applicant acknowledged was a double entry. The \$43.20 charge represented a prorated charge for electricity that was billed to the landlord due to the failure of the tenant to establish an account with the supplier in a timely manner.

I find the respondent in breach of his obligation to pay rent. Reversing the double entry, I find rent arrears including the charge for electricity to be \$4639.12. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4639.12 and terminating the tenancy agreement on September 15, 2015 unless the rent arrears and the rent for September, 2015 totalling \$5839.12 are paid in full.

An eviction order to be effective on September 16, 2015 unless the rent arrears and September rent are paid on or before September 15, 2015 shall be issued separately.

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Hal Logsdon  
Rental Officer