

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JODI MILLER**, 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,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

JODI MILLER

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 two thousand seven hundred twenty dollars (\$2720.00).
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 19, 5201 51st Street, Yellowknife, NT shall be terminated and the respondent shall vacate the premises,
 - a) on May 3, 2004 unless the May, 2004 rent in the amount of nine hundred twenty five dollars (\$925.00) is paid in full to the applicant or,
 - b) on June 3, 2004 unless the June, 2004 rent in the amount of nine hundred

twenty five dollars (\$925.00) is paid in full to the applicant or,

- c) On June 30, 2004 unless the rent arrears in the amount of two thousand seven hundred twenty dollars (\$2720.00) is paid in full to the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of April,
2004.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JODI MILLER

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 13, 2004
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Lucy Gillard, representing the applicant Jodi Miller, respondent
<u>Date of Decision:</u>	April 13, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of the rent and sought an order requiring the respondent to pay the alleged rent arrears and termination of the tenancy agreement.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2720.

The respondent did not dispute the allegations but stated that she had been unemployed since February 15, 2004 but was now receiving income support.

The applicant proposed that the tenancy agreement be permitted to continue provided the respondent paid the May, 2004 and June, 2004 rent on time and paid the arrears on or before June 30, 2004. The respondent stated that the arrangement was reasonable and thought she would be able to make the agreed upon payments.

I find the rent statement in order and find the rent arrears to be \$2720. In my opinion, the arrangement for payment is reasonable and there are sufficient grounds to terminate the tenancy agreement unless the agreed upon payments are made. I have provided several days grace in the order for the payment of the May and June rent.

An order shall issue requiring the respondent to pay rent arrears in the amount of \$2720. The order shall terminate the tenancy agreement,

- a) on May 3, 2004 unless the May, 2004 rent in the amount of nine hundred twenty five dollars (\$925.00) is paid in full to the applicant or,
- b) on June 3, 2004 unless the June, 2004 rent in the amount of nine hundred twenty five dollars (\$925.00) is paid in full to the applicant or,
- c) on June 30, 2004 unless the rent arrears in the amount of two thousand seven hundred twenty dollars (\$2720.00) is paid in full to the applicant.

Hal Logsdon
Rental Officer