

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,  
and **DEREK BURNS**, 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:

**MIDWEST PROPERTY MANAGEMENT**

Applicant/Landlord

- and -

**DEREK BURNS**

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 six hundred ten dollars (\$1610.00).
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 G2, 700 Gitzel Street, Yellowknife, NT shall be terminated on June 16, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears and rent for June, 2004 in the total amount of two thousand six hundred forty dollars (\$2640.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of May,  
2004.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**MIDWEST PROPERTY MANAGEMENT**

Applicant/Landlord

-and-

**DEREK BURNS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 25, 2004

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

**Appearances at Hearing:** Sharon Hysert, representing the applicant  
Derek Burns, respondent

**Date of Decision:** May 25, 2004

**REASONS FOR DECISION**

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 between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1610.

The respondent did not dispute the allegations and indicated that he would be able to pay the rent arrears and the June rent in full by June 16, 2004.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1610. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears and the June rent are paid by June 16, 2004. The June rent will be \$1030.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1610 and terminating the tenancy agreement on June 16, 2004 unless the rent arrears and June rent are both paid in full.

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Hal Logsdon  
Rental Officer