

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and
CORRINA RYAN AND CHRIS NOFFLE, Respondents;

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 REIT

Applicant/Landlord

- and -

CORRINA RYAN AND CHRIS NOFFLE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of four thousand six hundred ninety five dollars (\$4695.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 104, 5720 50th Avenue, Yellowknife, NT shall be terminated on July 9, 2004 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of June,
2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and
CORRINA RYAN AND CHRIS NOFFLE, Respondents.

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:

NORTHERN PROPERTY REIT

Applicant/Landlord

-and-

CORRINA RYAN AND CHRIS NOFFLE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 29, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant

Date of Decision: June 29, 2004

REASONS FOR DECISION

The respondents were served with Notices of Attendance on June 11, 2004 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement. The applicant also alleged that the respondents had left a pot on the stove on June 5, 2004 causing the fire department to be called. The fire report, provided by the applicant in evidence, stated that the door to the apartment had to be forced as no one would answer the door. Two adults and one child were in the premises and were removed by firefighters. The occupants stated to the firefighters that alcohol was a factor in the incident.

The rent arrears alone are, in my opinion, sufficient grounds to terminate the tenancy agreement. The rent statement indicates that no rent has been paid since February 13, 2004. The applicant testified that the respondents had made arrangements to pay the rent by electronic funds transfer but the account never had sufficient funds to cover the transfers. The applicant served a notice of early termination for non-payment of rent on the respondents on April 20, 2004 seeking vacant possession on April 30, 2004. The tenants failed to vacate and the application was filed on May 27, 2004.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be

\$4695. An order shall issue requiring the respondents to pay the applicant the rent arrears and terminating the tenancy agreement on July 9, 2004. The respondents shall vacate the premises on that date.

Hal Logsdon
Rental Officer