

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **ISADORE BETSIDEA AND MARILYN VITAL**, 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 LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**ISADORE BETSIDEA AND MARILYN VITAL**

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 six thousand three hundred twenty five dollars (\$6325.00).
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 314, 5603- 51A Avenue, Yellowknife, NT shall be terminated on October 28, 2004 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

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

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Hal Logsdon  
Rental Officer

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Applicant, and **ISADORE BETSIDEA AND MARILYN VITAL**, 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 LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**ISADORE BETSIDEA AND MARILYN VITAL**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** October 14, 2004

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

**Appearances at Hearing:** Lucy Gillard, representing the applicant

**Date of Decision:** October 15, 2004

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on October 4, 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 termination of the tenancy agreement. The applicant testified that the parties had entered into an agreement in June, 2004 to pay the accumulated arrears on a scheduled basis. The applicant testified that a single payment was made in accordance with the agreement on June 16, 2004 and no further payments had of rent or arrears had been received since that date. The applicant provided a copy of the rent statement in evidence which indicated a balance of rent owing in the amount of \$6325.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$6325. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$6325 and terminating the tenancy agreement on October 28, 2004 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer