

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **GEORGE MORIN**, 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 -

GEORGE MORIN

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 two hundred ninety dollars (\$2290.00).
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 311, 5304 - 49 Street, Yellowknife, NT shall be terminated on December 31, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of December, 2004.

Hal Logsdon
Rental Officer

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BETWEEN:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

-and-

GEORGE MORIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 14, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Wanda O'Keefe, representing the applicant
George Morin, respondent

Date of Decision: December 14, 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 on December 31, 2004 unless the rent arrears are paid.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$2290. The ledger indicated that no rent had been paid since October and that the rent was two months in arrears.

The respondent did not dispute the allegations and stated that he could pay the November rent promptly and pay a portion of the December rent on December 23rd. The respondent stated that he was not currently employed and intended to pay the rent arrears by liquidating some of his investments.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$2290. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. If the respondent plans to liquidate investments to pay the rent, I see no need for payment by installments.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$2290 and terminating the tenancy agreement on December 31, 2004 unless those arrears are fully paid. Should the tenancy continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer