

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JOE BAILEY**, 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 -

JOE BAILEY

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 three thousand three hundred fifty eight dollars and twenty two cents (\$3358.22).
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 207, 5001 - 52 Avenue, 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.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of
December, 2004.

Hal Logsdon
Rental Officer

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Applicant, and **JOE BAILEY**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JOE BAILEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 16, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant
Joe Bailey, respondent

Date of Decision: December 16, 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.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1075. The applicant testified that since the statement had been issued the cheque for \$2258.22 provided by the respondent on December 1, 2004 had been returned due to insufficient funds. The applicant stated that the balance of rent owing was now \$3358.22 including a \$25 fee for the returned cheque.

The respondent did not dispute the allegations.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$3358.22. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3358.22 and terminating the tenancy agreement between the parties on December 31, 2004 unless those arrears are paid in full.

Hal Logsdon
Rental Officer