

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **KEVIN GOSSELIN AND GORD ZDYB**, 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 -

KEVIN GOSSELIN AND GORD ZDYB

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 one thousand five hundred seventy five dollars (\$1575.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 307, 5720 - 50th Avenue, Yellowknife, NT shall be terminated on May 31, 2005 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of May,
2005.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

KEVIN GOSSELIN AND GORD ZDYB

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 12, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant

Date of Decision: May 13, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance, mailed to the rental premises by registered mail and confirmed delivered. The respondents failed to appear at the hearing and 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 provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1575.

The statement indicates that the rent arrears represent part of the April, 2005 rent and all of the May, 2005 rent. A previous order (File #10-8169, filed on December 17, 2004) required the respondents to pay rent arrears and terminated the tenancy agreement on December 31, 2004 unless the arrears were paid in full.

The applicant stated that the previous order was satisfied just prior to the required date and that the tenants had continued to pay rent late since the order issued. The statement indicates that the December, 2004 rent was not fully paid until December 30, 2004, the January, 2005 rent was not paid in full until January 13, 2005, the February, 2005 rent was not paid in full until March 3, 2005, the March, 2005 rent was not paid in full until April 11, 2005 and the April and May rents have not yet been paid in full.

The written tenancy agreement between the parties obligates the tenants to pay rent monthly in advance. The respondents have continued to breach their obligation to pay rent in accordance with the tenancy agreement and the current arrears represent more than one month's rent.

I find the rent statement in order and find the rent arrears to be \$1575. In my opinion, there are sufficient grounds to terminate the tenancy agreement. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1575 and terminating the tenancy agreement on May 31, 2005. The respondents shall vacate the premises on or before that date.

Hal Logsdon
Rental Officer