

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **JAERIS PETRIE**, 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 -

**JAERIS PETRIE**

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 and nine dollars (\$2009.00).
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 C306, 900 Lanky Court, Yellowknife, NT shall be terminated on June 2, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for June, 2006 in the total amount of three thousand two hundred nine dollars (\$3209.00) is paid in full.

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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 24th day of May, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**JAERIS PETRIE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 23, 2006

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

**Appearances at Hearing:** Krista Cooper, representing the applicant

**Date of Decision:** May 23, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by registered mail which was confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

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 between the parties.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2219. The applicant testified that a payment of \$210 had been received since the statement was produced bringing the balance owing to \$2009.

The applicant served a notice of early termination on the respondent seeking vacant possession on April 30, 2006. The applicant stated that the respondent failed to vacate the premises.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$2009. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. The applicant indicated that the rent for June, 2006 will be unchanged at \$1200.

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

\$2009 and terminating the tenancy agreement on June 2, 2006 unless the rent arrears and the June, 2006 rent in the total amount of \$3209 is paid in full.

Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer