

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **MERLANDA CHILLE (POWDER)**, 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 -

MERLANDA CHILLE (POWDER)

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 four thousand ninety five dollars (\$4095.00).
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 301, 5302 - 51 Street, Yellowknife, NT shall be terminated on December 29, 2006 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 14th day of December, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

-and-

MERLANDA CHILLE (POWDER)

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 13, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Bradley Pond, representing the applicant

Date of Decision: December 13, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent to the rental premises by registered mail. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in her 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.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$4095. The arrears represent the non-payment of rent for the months of October, November and December, 2006. The rent for the premises is \$1365/month.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$4095. 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 \$4095 and terminating the tenancy agreement on December 29, 2006 unless the rent arrears are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer