

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **PETER ELLSWORTH**, 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 -

PETER ELLSWORTH

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 one hundred fifty five dollars (\$4155.00).
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 209, 5123 53 Street, Yellowknife, NT shall be terminated on December 29, 2006 and the respondent shall vacate the premises on that date unless the rent arrears and the balance of the security deposit in the total amount of four thousand six hundred sixty seven dollars and fifty cents (\$4667.50) 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

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **PETER ELLSWORTH**, 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.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

PETER ELLSWORTH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 13, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rosetta Morales, representing the applicant
Krista Cooper, 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 and 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 by failing to pay the full amount of the required security deposit. The applicant 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 \$4155. The statement also indicated that only half of the required security deposit of \$1025 had been paid. The tenancy agreement commenced on April 1, 2006. The payment of the balance of the security deposit in the amount of \$512.50 is therefore overdue.

I find the statement in order and find the respondent in breach of his obligation to pay rent and his obligation to provide the landlord with the required security deposit. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the balance of the security deposit are promptly paid.

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

\$4155 and terminating the tenancy agreement on December 29, 2006 unless the rent arrears and the security deposit in the total amount of \$4667.50 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer