

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **DEBRA MACFARLANE AND REMI ST. LAURENT**, 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 -

DEBRA MACFARLANE AND REMI ST. LAURENT

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 three thousand eight hundred fifty five dollars (\$3855.00).
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 117, 492 Range Lake Road, Yellowknife, NT, shall be terminated on April 30, 2007 and the respondents 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 four hundred eighty two dollars and fifty cents (\$4482.50) are paid in full.

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3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of April, 2007.

Rental Officer

Hal Logsdon

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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-

DEBRA MACFARLANE AND REMI ST. LAURENT

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 13, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant

Date of Decision: April 13, 2007

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises. The applicant testified that the respondents were still in possession of the premises. 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 unless the arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$4482.50. The rent statement contains a debit representing the required security deposit of \$1260 and a credit of \$632.50 which the applicant stated was a partial payment of the security deposit. Adjusting the statement to reflect only rent, I find rent arrears in the amount of \$3855 calculated as follows:

Rent as per statement	\$4482.50
less security deposit charge	(1260.00)
plus security deposit pmt.	<u>632.50</u>
Rent arrears	\$3855.00

The tenancy agreement commenced on September 1, 2006, making the balance of the security deposit overdue. I find the balance of the security deposit owing to the applicant to be \$627.50 calculated as follows:

Required security deposit	\$1260.00
Amount paid	<u>(632.50)</u>
Balance owing	\$627.50

I find the respondents in breach of their obligation to pay rent and their obligation to pay the balance of the required security deposit. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the remainder of the security deposit are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$3855 and terminating the tenancy agreement on April 30, 2007 unless the rent arrears and the balance of the security deposit in the total amount of \$4482.50 are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer