

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JENNIFER GREENLEY AND HOWARD GREENLEY**,
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 -

JENNIFER GREENLEY AND HOWARD GREENLEY

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 two thousand nine hundred twenty five dollars (\$2925.00).
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 12, 5201 51st Street, Yellowknife, NT shall be terminated on June 15, 2007 and the respondents shall vacate the premises on that date, unless the rent arrears and the rent for June, 2007 in the total amount of three thousand nine hundred twenty five dollars (\$3925.00) 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 23rd day of May, 2007.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JENNIFER GREENLEY AND HOWARD GREENLEY

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 22, 2007
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Julia O'Brien, representing the applicant
<u>Date of Decision:</u>	May 22, 2007

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental 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 which indicated a balance of rent owing in the amount of \$2925. The rent for the premises is \$1000/month.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2925. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent is brought up to date by June 15, 2007. The tenancy agreement between the parties requires the rent to be paid monthly in advance. The June, 2007 rent will come due on June 1, 2007.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2925 and terminating the tenancy agreement on June 15, 2007 unless those arrears and the June, 2007 rent in the total amount of \$3925 are paid in full. Should the tenancy agreement continue,

the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer