

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **LEELA TANITON AND DOUGLAS HERON**, 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 -

LEELA TANITON AND DOUGLAS HERON

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 one thousand three hundred forty dollars (\$1340.00).
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 205, 600 Gitzel Street, Yellowknife, NT, shall be terminated on September 10, 2007 and the respondents shall vacate the premises on that date, unless the rent arrears and the rent for September, 2007 in the total amount of two thousand four hundred thirty five dollars (\$2435.00) are paid in full.

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 August, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **LEELA TANITON AND DOUGLAS HERON**, 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.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

LEELA TANITON AND DOUGLAS HERON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 22, 2007

Place of the Hearing: Yellowknife, NT

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

Date of Decision: August 22, 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. The applicant sought an order requiring the respondents to pay the alleged 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 \$1722.50. The monthly rent for the premises is \$1095. The ledger includes entries for security deposit charges and security deposit payments. The applicant stated that they were not seeking relief for any outstanding security deposit. Adjusting the balance to account for rent arrears only results in a balance of rent owing in the amount of \$1340, calculated as follows:

Balance as per statement	\$1722.50
Security deposit charge	(547.50)
Security deposit charge	(273.75)
Security deposit charge	(273.75)
Security deposit payment	547.50
Security deposit payment	45.00
Security deposit payment	<u>120.00</u>
Rent balance	\$1340.00

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$1340.00. In my opinion, there are sufficient grounds to terminate the tenancy agreement on

September 10, 2007 unless the rent arrears and the September, 2007 rent are paid in full.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1340 and terminating the tenancy agreement on September 10, 2007 unless the rent arrears and the September, 2007 rent in the total amount of \$2435 are paid in full. Should the tenancy continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer