

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **GREAT CANADIAN WILDERNESS HOLDINGS LTD.**, 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 -

GREAT CANADIAN WILDERNESS HOLDINGS LTD.

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 one thousand four hundred thirty two dollars and ninety nine cents (\$1432.99).
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 210, 4905 54th Avenue, Yellowknife, NT, shall be terminated on September 10, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for September, 2007 in the total amount of two thousand six hundred ninety two dollars and ninety nine

cents (\$2692.99) 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 23rd day of August, 2007.

Hal Logsdon
Rental Officer

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Applicant, and **GREAT CANADIAN WILDERNESS HOLDINGS LTD.**, 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-

GREAT CANADIAN WILDERNESS HOLDINGS LTD.

Respondent/Tenant

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 respondent was served with a Notice of Attendance sent by registered mail to the rental premises. 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 their absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged arrears and terminating the tenancy agreement unless the rent arrears were promptly paid.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$1432.99. The monthly rent for the premises is \$1260.

I find the statement in order and find the respondent in breach of their obligation to pay rent. I find the rent arrears to be \$1432.99. 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 respondent to pay the applicant rent arrears in the amount of \$1432.99 and terminating the tenancy agreement on September 10, 2007 unless the rent arrears and the September, 2007 rent in the total amount of \$2692.99 are paid in full. Should the tenancy continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer