

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **BELLA DRYGEESE**, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

- and -

BELLA DRYGEESE

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 two thousand seven hundred thirty dollars (\$2730.00).
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 115, 5302 - 51st Street, Yellowknife, NT, shall be terminated on May 9, 2008 and the respondent shall vacate the premises on that date, unless a portion the rent arrears and a portion of the May, 2008 rent in the total amount of two thousand forty seven dollars and fifty cents (\$2047.50) are paid in full.

3. 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 115, 5302 - 51st Street, Yellowknife, NT, shall be terminated on May 23, 2008 and the respondent shall vacate the premises on that date, unless the remainder of the rent arrears, the remainder of the May, 2008 rent and the balance of the security deposit in the total amount of two thousand four hundred forty seven dollars and fifty cents (\$2447.50) are paid in full.
4. 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 30th day of April, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **BELLA DRYGEESE**, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

-and-

BELLA DRYGEESE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 29, 2008
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Bradley Pond, representing the applicant Bella Drygeese, respondent
<u>Date of Decision:</u>	April 29, 2008

REASONS FOR DECISION

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 outstanding security deposit and terminating the tenancy agreement.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$2730 and an outstanding balance of security deposit in the amount of \$400. The tenancy agreement between the parties commenced on December 1, 2007.

The respondent did not dispute the allegations and proposed to pay the outstanding amounts and the May, 2008 rent in two payments.

I find the respondent in breach of her obligation to pay rent and her obligation to provide the balance of the required security deposit. I find the rent arrears to be \$2730 and the outstanding security deposit to be \$400. The May rent will be \$1365.

The parties consented to an order including the following terms:

The tenancy agreement shall be terminated on May 9, 2008 unless a payment is made of at least \$2047.50 on or before that date. The payment shall consist of a portion of the rent arrears (\$1365) and a portion of the May, 2008 rent (\$682.50).

The tenancy agreement shall be terminated on May 23, 2008 unless a payment is made of at least \$2447.50 on or before that date. The payment shall consist of the balance of the rent arrears (\$1365), the balance of the May, 2008 rent (\$682.50) and the balance of the security deposit (\$400).

The order shall require the respondent to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer
