

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JOSEPH HERON**, 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 -

JOSEPH HERON

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 three thousand nine hundred dollars and sixty two cents (\$3900.62).
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 202, 5123 - 53 Street, Yellowknife, NT shall be terminated on February 15, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears, the remainder of the required security deposit and the rent for February, 2008 in the total amount of five

thousand three hundred thirty three dollars and eighty seven cents (\$5333.87) 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 16th day of January, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JOSEPH HERON**, 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-

JOSEPH HERON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 15, 2008

Place of the Hearing: Yellowknife, NT

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

Date of Decision: January 15, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears and the balance of the security deposit were promptly paid.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$3900.62. The statement also indicates that only \$716.75 of the required security deposit has been paid. The tenancy has been in effect for more than three months, making the whole amount of the security deposit due and payable. The required security deposit is \$1025.

The respondent did not dispute the allegations and indicated that he had been hospitalized and was unable to take care of the rent. The applicant stated that he was confident that he could pay the arrears in a week or two.

I find the statement in order and find the respondent in breach of his obligation to pay rent and his obligation to provide the required security deposit. I find the rent arrears to be \$3900.62 and the balance of the security deposit to be \$308.25. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and security deposit are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3900.62 and terminating the tenancy agreement on February 15, 2008 unless the rent arrears, the balance of the required security deposit and the rent for February, 2008 in the total amount of \$5333.87 are paid in full. I calculate that amount as follows:

Rent arrears	\$3900.62
Outstanding security deposit	308.25
February, 2008 rent	<u>1125.00</u>
Total	\$5333.87

Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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

Hal Logsdon
Rental Officer