

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **JANET STEPHENSON**, 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 -

JANET STEPHENSON

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 six thousand seven hundred fifteen dollars (\$6715.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act* the tenancy agreement between the parties for the premises known as Apartment 407, 4402 School Draw

Avenue, Yellowknife, NT shall be terminated on February 29, 2008 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of February, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **JANET STEPHENSON**, 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-

JANET STEPHENSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 7, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Bradley Pond, representing the applicant

Date of Decision: February 7, 2008

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 her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$6715. The monthly rent for the premises is \$1515. The statement indicates that no rent payments have been made since December 20, 2007.

The respondent was served with a notice of early termination on January 3, 2008 seeking vacant possession on January 15, 2008. The respondent remains in possession of the premises.

A previous order (File #10-9572, filed on June 14, 2007) required the respondent to pay rent arrears of \$1760, terminated the tenancy agreement on July 4, 2008 unless a payment of \$1865 was made and ordered the respondent to pay future rent on time. The respondent made the required payments, avoiding termination of the tenancy agreement.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$6715. The arrears represent over four months of outstanding rent and the last payment was received seven weeks ago. The arrears situation is considerably worse than it was in June, 2007. The arrears far exceed the security deposit held by the landlord. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$6715 and terminating the tenancy agreement between the parties on February 29, 2008.

Hal Logsdon
Rental Officer