

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **DENISE JEROME**, 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 -

DENISE JEROME

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 six hundred twenty seven dollars and five cents (\$1627.05).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 26, 5601 - 50th Avenue, Yellowknife, NT shall be terminated on March 14, 2008 and the respondent shall vacate the premises on that date unless the rent arrears and the March, 2008 rent in the total

amount of three thousand four hundred twenty seven dollars and five cents (\$3427.05) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of February, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **DENISE JEROME**, 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-

DENISE JEROME

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 26, 2008

Place of the Hearing: Yellowknife, NT

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

Date of Decision: February 28, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail. 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.

The applicant provided a statement of account which indicated a balance owing in the amount of \$3427.05 but noted that the statement included the March, 2008 rent of \$1800 which had not yet come due.

A previous order (file #10-9809, filed on December 20, 2007) required the respondent to pay rent arrears in three installments and to pay the monthly rent on time. The statement indicates that the ordered payments of arrears were paid, albeit after the required dates, but the full amount of the rent has not been paid.

I find the applicant's statement in order and find the rent arrears to February 26, 2008 to be \$1627.05. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1627.05 and terminating the tenancy agreement on March 14, 2008 unless the rent arrears and the March, 2008 rent in the total amount of \$3427.05 is paid in full. I calculate that amount as follows:

Rent arrears	\$1627.05
March, 2008 rent	<u>1800.00</u>
Total	\$3427.05

Hal Logsdon
Rental Officer