

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **JEAN-PIERRE SAUVIAT AND KATY ANTOINE**, Respondents;

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 -

**JEAN-PIERRE SAUVIAT AND KATY ANTOINE**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand seven hundred twenty two dollars (\$2722.00).
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 203, 1200 Gitzel Street, Yellowknife, NT shall be terminated on April 9, 2008 and the respondents shall vacate the premises on that date, unless the rent arrears and the rent for April, 2008 in the total amount of four thousand seven dollars (\$4007.00) are paid in full.

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3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of March, 2008.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**JEAN-PIERRE SAUVIAT AND KATY ANTOINE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 18, 2008

**Place of the Hearing:** Yellowknife, NT

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

**Date of Decision:** March 19, 2008

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail to the rental premises. The respondents failed to appear at the hearing and the hearing was held in their absence.

Ms Antoine's name was mis-spelled on the application. The style of cause of the order shall reflect the spelling of her name as shown on the tenancy agreement between the parties.

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

The applicant provided a statement of the rent in evidence which indicated a balance of rent owing in the amount of \$3043.25. The required security deposit is \$1285. The applicant holds a partial security deposit of \$963.75 leaving a security deposit balance owing of \$321.25. The applicant has included this amount on the rent statement. Removing the security deposit entries from the rent statement results in a balance of rent owing of \$2722.

Except for the security deposit entries, I find the rent statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2722. This represents over two months of outstanding rent. 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 respondents to pay the applicant rent arrears in the amount of \$2722 and terminating the tenancy agreement on April 9, 2008 unless the rent arrears and the April, 2008 rent in the total amount of \$4007 are paid in full. I calculate that amount as follows:

Rent arrears to date	\$2722
April, 2008 rent	<u>1285</u>
Total	\$4007

Should the tenancy agreement continue, the respondents are ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer