

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **SALLY CHOCOLATE**, 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 -

SALLY CHOCOLATE

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 hundred dollars (\$300.00).
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 103, 5730 - 50th Avenue, Yellowknife, NT shall be terminated on May 5, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears and the May, 2008 rent in the total amount of one thousand five hundred fifty dollars (\$1550.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of April,
2008.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

SALLY CHOCOLATE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 9, 2008

Place of the Hearing: Yellowknife, NT

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

Date of Decision: April 9, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises and confirmed delivered. 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 the rent account in evidence which indicated a balance of rent owing in the amount of \$300. The rent for the premises is \$1250/month.

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 \$300. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue ordering the respondent to pay the applicant rent arrears in the amount of \$300 and terminating the tenancy agreement on May 5, 2008 unless the rent arrears and the rent for May, 2008 in the total amount of \$1550 are paid in full.

Hal Logsdon
Rental Officer