

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **SHAWN TAYLOR**, 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 -

SHAWN TAYLOR

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 four hundred eighty three dollars (\$1483.00).
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 23, 4508 - 49th 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 two thousand one hundred fifty dollars (\$2150.00) are paid in full.

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3. 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 23, 4508 - 49th Avenue, Yellowknife, NT, shall be terminated on May 30, 2008 and the respondent shall vacate the premises on that date, unless the balance of the May, 2008 rent and the balance of the security deposit in the total amount of seven hundred forty seven dollars and fifty cents (\$747.50) are paid in full.

4. 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 30th day of April, 2008.

Hal Logsdon
Rental Officer

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Applicant, and **SHAWN TAYLOR**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

SHAWN TAYLOR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 29, 2008

Place of the Hearing: Yellowknife, NT

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

Date of Decision: April 29, 2008

REASONS FOR DECISION

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

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$1483 and an outstanding balance of security deposit in the amount of \$339.50. The tenancy agreement between the parties commenced on May 2, 2007.

The respondent did not dispute the allegations and proposed to pay the outstanding amounts and the May, 2008 rent in two payments.

I find the respondent in breach of his obligation to pay rent and his obligation to provide the balance of the required security deposit. I find the rent arrears to be \$1483 and the outstanding security deposit to be \$339.50. The May rent will be \$1075.

The parties consented to an order including the following terms:

The tenancy agreement shall be terminated on May 5, 2008 unless a payment is made of at least \$2150 on or before that date. The payment shall consist of a portion of the rent arrears (\$1075) and the full amount of the May, 2008 rent (\$1075).

The tenancy agreement shall be terminated on May 30, 2008 unless a payment is made of at least \$747.50 on or before that date. The payment shall consist of the balance of the rent arrears (\$408) and the balance of the security deposit (\$339.50).

The order shall require the respondent to pay future rent on time.

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

Hal Logsdon
Rental Officer