

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **ALLISON ANDREWS**, 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 -

ALLISON ANDREWS

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 hundred dollars (\$600.00).
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 J217, 900 Lanky Court, Yellowknife, NT shall be terminated on May 5, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears, the outstanding security deposit and the May, 2008 rent in the total amount of two thousand eight hundred eighty seven dollars and fifty cents (\$2887.50) 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-

ALLISON ANDREWS

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 failing to provide the full amount of the required security deposit 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 \$600 and an outstanding security deposit in the amount of \$737.50. The applicant noted that the monthly rent would be \$1550/month commencing in May, 2008.

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 \$600 and the outstanding security deposit to be \$737.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and security deposit are promptly paid.

An order shall issue ordering the respondent to pay the applicant rent arrears in the amount of \$600 and terminating the tenancy agreement on May 5, 2008 unless the rent arrears, outstanding security deposit and the rent for May, 2008 in the total amount of \$2887.50 are paid in full.

Hal Logsdon
Rental Officer