

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **KITIK TAPTOONA AND SUSIE TAPTOONA**, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

- and -

KITIK TAPTOONA AND SUSIE TAPTOONA

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 six hundred ninety dollars (\$2690.00).
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 102, 5304 - 49th Street, Yellowknife, NT shall be terminated on February 6, 2009 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of two thousand six hundred ninety dollars (\$2690.00) are paid in full.

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 2nd day of February, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

-and-

KITIK TAPTOONA AND SUSIE TAPTOONA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 28, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Bradley Pond, representing the applicant
Kitik Taptoona, respondent

Date of Decision: January 28, 2009

REASONS FOR DECISION

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 unless the rent arrears were promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2690. The monthly rent for the premises is \$1425.

The respondent did not dispute the allegations and stated that he had recently made an application for income support and expected assistance in paying for two months rent. The respondent stated that he felt he could pay the current arrears by February 6, 2009. The applicant was agreeable to continuation of the tenancy provided the current arrears were paid by February 6, 2009 and that future rent was paid on time.

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 \$2690. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless these arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2690 and terminating the tenancy agreement on February 6, 2009 unless those arrears are paid in full. Should the tenancy agreement continue, the respondents are ordered to pay future rent on

time.

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

Hal Logsdon
Rental Officer