

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JANICE HAGEN**, 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 -

JANICE HAGEN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand three hundred seventy five dollars (\$2375.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears and the rent for June, 2009 in seven (7) equal payments of five hundred five dollars (\$505.00) payable each Wednesday commencing May 20, 2009 until the rent arrears and the June, 2009 rent is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of May,
2009.

Hal Logsdon
Rental Officer

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Applicant, and **JANICE HAGEN**, Respondent.

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JANICE HAGEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 13, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Janice Hagen, respondent

Date of Decision: May 13, 2009

REASONS FOR DECISION

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 unless the arrears were paid in full.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2375. The monthly rent for the premises is \$1160.

The respondent did not dispute the allegations and proposed that the rent arrears and the June, 2009 rent be paid in seven equal weekly installments of \$505 commencing on May 20, 2009 and payable every Wednesday thereafter until the rent arrears and the June, 2009 rent are paid in full.

The applicant accepted the proposal and withdrew the request to terminate the tenancy agreement.

I find the rent statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2375.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2375. The rent arrears and the June, 2009 rent may be paid in seven equal weekly installments of \$505 commencing on May 20 and payable every Wednesday thereafter until the rent arrears and the June rent are paid in full. Thereafter the full monthly rent shall be due on the first day of

every month in accordance with the tenancy agreement.

Should the respondent fail to make payments in accordance with this order, the applicant may file another application seeking the lump sum payment of any balance owing and termination of the tenancy agreement.

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

Hal Logsdon
Rental Officer