

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **MICHELLE LEBLANC-LUPTON**, 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 -

MICHELLE LEBLANC-LUPTON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
2. Pursuant to sections 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand four hundred fifty dollars (\$1450.00) in accordance with the following schedule:
 - a) A payment of six hundred fifty dollars (\$650.00) to be paid on or before November 30, 2009.
 - b) A payment of three hundred dollars (\$300.00) to be paid on or before December 31, 2009.

- c) A payment of three hundred dollars (\$300.00) to be paid on or before January 31, 2010.
- d) A payment of two hundred dollars (\$200.00) to be paid on or before February 28, 2010.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of November, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **MICHELLE LEBLANC-LUPTON**, 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.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

MICHELLE LEBLANC-LUPTON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 18, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sylvia Siemens, representing the applicant
Michelle Leblanc-Lupton, respondent

Date of Decision: November 18, 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 rent arrears were paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1450. The monthly rent for the premises is \$1300. The applicant stated that the required security deposit had been paid in full.

The respondent did not dispute the allegations. The parties were able to come to the following agreement as to how the rent arrears would be paid. Provided the monthly rent is paid on time, the respondent may pay the arrears according to the following schedule:

\$650.00 to be paid on or before November 30, 2009.

\$300.00 to be paid on or before December 31, 2009.

\$300.00 to be paid on or before January 31, 2010.

\$200.00 to be paid on or before February 28, 2010.

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 \$1450.

An order shall issue requiring the respondent to pay the monthly rent on time in the future and to

pay the rent arrears in accordance with the agreed upon schedule. Should the respondent fail to pay the monthly rent on time or fail to pay the arrears in accordance with this order, the applicant may file another application requesting the payment of the full amount 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