

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **VENESSA TOBAC**, 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 -

VENESSA TOBAC

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 two hundred eighty nine dollars and thirty cents (\$1289.30).
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 G312, 900 Lanky Court, Yellowknife, NT shall be terminated on September 10, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for September, 2010 in the total amount of two thousand eight hundred thirty nine dollars and thirty cents (\$2839.30) are paid in full.

3. 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 19th day of August, 2010.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

VENESSA TOBAC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 18, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Joyce Dust, representing the applicant
Venessa Tobac, respondent

Date of Decision: August 18, 2010

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 promptly paid.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$1289.48. The monthly rent for the premises is \$1550. The applicant stated that the required security deposit of \$1550 had been paid in full.

The statement includes three debits for the security deposit totalling \$1550.18. Since the required security deposit of \$1550 has been paid in full and is reflected on the statement, the rent arrears are overstated by \$0.18. The applicant acknowledged the arithmetic error and revised the request for rent arrears to \$1289.30.

The respondent did not dispute the allegations but stated that she had been having difficulties with her student assistance and could pay the rent arrears and the September, 2010 rent on or before September 10, 2010. The applicant agreed to continuing the tenancy agreement provided the rent arrears and the September, 2010 rent was paid by September 10, 2010.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1289.30. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless

the rent arrears and the September, 2010 rent are paid on or before September 10, 2010.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1289.30 and terminating the tenancy agreement on September 10, 2010 unless the rent arrears and the September, 2010 rent in the total amount of \$2839.30 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer