

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **LARRY QUITTE**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

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 -

LARRY QUITTE

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 eighty four dollars and thirty eight cents (\$684.38).
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 408, 600 Gitzel Street, Yellowknife, NT shall be terminated on January 21, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears 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 11th day of January,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **LARRY QUITTE**, 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-

LARRY QUITTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 10, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Crystal Mickle, representing the applicant
Larry Quitte, respondent (by telephone)

Date of Decision: January 10, 2011

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, terminating the tenancy agreement and evicting the tenant unless the rent arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$684.38. The monthly rent for the premises is \$1350.

Although the respondent posed some questions concerning payments made, he was ultimately satisfied that the balance owing was correct. He stated that he could pay the balance owing on or before January 21, 2011.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$684.38. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. In my opinion, an eviction order is not reasonable in this matter as the amount owing is small, the applicant holds a substantial security deposit and there is a very reasonable likelihood that the order will be satisfied. Should the rent arrears not be paid by January 21, 2011 and the respondent remains in possession, the applicant may file for an eviction order.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$684.38 and terminating the tenancy agreement on January 21, 2011 unless the rent arrears are paid in full. The respondent is also 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