

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **FRANK MACDONALD**, 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 -

FRANK MACDONALD

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 six hundred eighty nine dollars (\$1689.00).
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 208, 4905 54th Avenue, Yellowknife, NT shall be terminated on February 11, 2011 and the respondent shall vacate the premises on that date unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of February, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **FRANK MACDONALD**, 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-

FRANK MACDONALD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 1, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rosetta Morales, representing the applicant

Date of Decision: February 1, 2011

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

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 respondent unless the rent arrears are promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1689. This includes the February, 2011 rent. Rent is due monthly in advance. The applicant stated that the required security deposit had been paid in full. The monthly rent for the premises is \$1190.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find rent arrears in the amount of \$1689. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. In my opinion, an eviction order is not warranted at this time as most of these arrears are less than one day late and I expect this order will be satisfied.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1689 and terminating the tenancy agreement on February 11, 2011 unless those arrears are paid

in full. The respondent has previously been ordered to pay the monthly rent on time. That order remains in effect.

Hal Logsdon
Rental Officer