

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **TANYA CLARK**, 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 -

TANYA CLARK

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 eight hundred fifty five dollars and eight cents (\$1855.08).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 102, 492 Range Lake Road, Yellowknife, NT shall be terminated on March 10, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for March, 2011 in the total amount of three thousand three hundred five dollars and eight cents (\$3305.08) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of
February, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **TANYA CLARK**, 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-

TANYA CLARK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 23, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: February 23, 2011

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the arrears were promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1855.08. The applicant stated that the required security deposit had been paid in full. The monthly rent for the premises is \$1450.

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 \$1855.08. In my opinion, there are sufficient grounds to terminate the tenancy agreement on March 10, 2011 unless the rent arrears and the March, 2011 rent are paid in full. The eviction order is denied. Should the tenancy agreement be terminated by this order and the respondent fails to vacate, the applicant may apply for an eviction order

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1855.08 and terminating the tenancy agreement on March 10, 2011 unless the rent arrears and the March,

2011 rent in the total amount of \$3305.08 are paid in full.

Hal Logsdon
Rental Officer