

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **FRED KUNEYUNA AND DANELLE KUNEYUNA**, Respondents;

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 -

FRED KUNEYUNA AND DANELLE KUNEYUNA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand three hundred ninety six dollars and fifty cents (\$2396.50).
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 109, 48 Con Road, Yellowknife, NT shall be terminated on March 31, 2011 and the respondents shall vacate the premises on that date, unless the rent arrears and the rent for March, 2011 in the total amount of three thousand nine hundred seventy one dollars and fifty cents (\$3971.50) 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 **FRED KUNEYUNA AND DANELLE KUNEYUNA**, Respondents.

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-

FRED KUNEYUNA AND DANELLE KUNEYUNA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 23, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Fred Kuneyuna, respondent
Danelle Kuneyuna, respondent

Date of Decision: February 23, 2011

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents 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 \$2396.50. The applicant stated that the required security deposit had been paid in full. The monthly rent for the premises is \$1575.

The respondents did not dispute the allegations. The respondents stated that they were both receiving income assistance, which between them, paid the full amount of the rent. However, Danelle had neglected to apply for her assistance for the past three months which resulted in the shortfall. The respondents stated that they were in the process of applying for the assistance and had also applied for emergency funds to pay the arrears. The applicant suggested that the respondents be given reasonable time to sort out the problem.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2396.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement on March 31, 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 respondents fail to vacate, the applicant may apply for an eviction order

An order shall issue requiring the respondents to pay the applicant rent arrears of \$2396.50 and terminating the tenancy agreement on March 31, 2011 unless the rent arrears and the March, 2011 rent in the total amount of \$3971.50 are paid in full.

Hal Logsdon
Rental Officer