

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **AARON LOVELACE**, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

- and -

AARON LOVELACE

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 two thousand four hundred fifty six dollars and forty eight cents (\$2456.48).
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 407, 4402 School Draw Avenue, Yellowknife, NT shall be terminated on July 15, 2012 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 5th day of July,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **AARON LOVELACE**, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

-and-

AARON LOVELACE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **July 4, 2012**

Place of the Hearing: Yellowknife, NT

[illegible]

Date of Decision: **July 4, 2012**

REASONS FOR DECISION

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, pay future rent on time and terminating the tenancy agreement and evicting the respondent 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 of \$2456.48. The monthly rent for the premises is \$1675.

The respondent did not dispute the allegations.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$2456.48. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent is promptly paid.

An order shall issue requiring the respondent to pay rent arrears of \$2456.48 and terminating the tenancy agreement on July 15, 2012 unless the arrears are paid in full. Should the tenancy agreement continue, the respondent is also ordered to future rent on time.

An eviction order to be effective on July 16, 2012 if the rent arrears are not paid on or before July 15, 2012 shall be issued separately.

Hal Logsdon
Rental Officer