

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **LEE SUNDSTRUM**, 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,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

LEE SUNDSTRUM

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 hundred ten dollars (\$210.00).
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 C306, 900 Lanky Court, Yellowknife, NT shall be terminated on April 30, 2004 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 14th day of April,
2004.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

LEE SUNDSTRUM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 13, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant
Lee Sundstrum, respondent

Date of Decision: April 13, 2004

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$210.

The respondent did not dispute the allegations but explained that he had neglected to notice the rent increase. He stated that he had been catching up with the rent and would be able to pay the balance promptly.

I find the respondent breached his obligation to pay the full amount of rent and find the rent arrears to be \$210. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid. An order shall issue requiring the respondent to pay the rent arrears of \$210 and terminating the tenancy agreement on April 30, 2004 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer