

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **MIKE DUGGAN AND PATSY DUGGAN**, 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,  
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**MIKE DUGGAN AND PATSY DUGGAN**

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 four thousand two hundred dollars (\$4200.00).
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 10, 5605-50th Avenue, Yellowknife, NT shall be terminated on January 31, 2006 and the respondents 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 respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of January, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**MIKE DUGGAN AND PATSY DUGGAN**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 17, 2006

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Krista Cooper, representing the applicant

**Date of Decision:** January 17, 2006

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail to the rental premises. The applicant testified that the respondents were still in possession of the premises. The respondents failed to appear at the hearing and the hearing was held in their absence.

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

The applicant served a notice of early termination on the respondents seeking possession of the premises due to non-payment of rent. The respondents remain in possession.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$4200.

I find the statement in order and find the respondents in breach of their obligation to pay the rent. I find the rent arrears to be \$4200. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$4200 and terminating the tenancy agreement on January 31, 2006 unless the arrears are paid in

full. The order shall also require the respondents to pay future rent on time.

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Hal Logsdon  
Rental Officer