

IN THE MATTER between **THE EXECUTIVE LTD.**, Applicant, and **PETRA FIRTH**, 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:

**THE EXECUTIVE LTD.**

Applicant/Landlord

- and -

**PETRA FIRTH**

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 one hundred seventy five dollars (\$2175.00).
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 104, 5219 52nd Street, Yellowknife, NT shall be terminated on December 12, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears, rent for December, 2006 and the balance of the security deposit in the total amount of three thousand six hundred ten dollars and seventy five cents (\$3610.75) is 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 29th day of November, 2006.

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Hal Logsdon  
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

**THE EXECUTIVE LTD.**

Applicant/Landlord

-and-

**PETRA FIRTH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 28, 2006

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

**Appearances at Hearing:** Leilani de Guzman, representing the applicant

**Date of Decision:** November 28, 2006

**REASONS FOR DECISION**

The respondent was served with notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in her absence.

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

The applicant provided a copy of the rent ledger which indicated a balance of rent owing in the amount of \$2175. The rent for the premises is \$1050/month.

The tenancy agreement between the parties commenced on August 1, 2006 and requires a security deposit of \$1050. The *Residential Tenancies Act* permits 50% of the deposit to be paid at the commencement of the tenancy agreement and the balance payable within three months. The applicant testified that payments totalling \$664.25 had been made bringing the balance owing to \$385.75.

I find the respondent in breach of her obligation to pay rent and her obligation to provide the landlord with the balance of the required security deposit. I find the rent arrears to be \$2175 and

the balance of the security deposit to be \$385.75. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent and security deposit are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2175. The tenancy agreement shall be terminated by order on December 12, 2006 unless the rent arrears (\$2175), the December, 2006 rent (\$1050) and the outstanding security deposit (\$385.75) are paid in full. Should the total amount of \$3610.75 be paid on or before December 12, 2006, the tenancy agreement shall continue and the respondent ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer