

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **CHARLES ADAMS AND MICHELLE BENNETT**, 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 -

**CHARLES ADAMS AND MICHELLE BENNETT**

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 one hundred eighty seven dollars and fifty cents (\$2187.50).
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 E109, 900 Lanky Court, Yellowknife, NT shall be terminated on November 30, 2007 and the respondents shall vacate the premises on that date unless the rent arrears and the outstanding security deposit in the total amount of two thousand nine hundred fifty dollars (\$2950.00) 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 13th day of November, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**CHARLES ADAMS AND MICHELLE BENNETT**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** November 8, 2007

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

**Appearances at Hearing:** Julia O'Brien, representing the applicant

**Date of Decision:** November 8, 2007

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. 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 by failing to pay the required security deposit. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$2187.50 and an outstanding balance of security deposit owing in the amount of \$762.50. The tenancy agreement between the parties commenced on April 1, 2006 and required a security deposit of \$1525.

I find the statement in order and find the respondents in breach of their obligation to pay rent and in breach of their obligation to pay the required security deposit. I find the rent arrears to be \$2187.50 and the outstanding portion of the required security deposit to be \$762.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears and outstanding security deposit are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of

\$2187.50 and terminating the tenancy agreement on November 30, 2007 unless the rent arrears and the outstanding security deposit in the total amount of \$2950 are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer