

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **DONALD VIOLETTE**, 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 -

DONALD VIOLETTE

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 one thousand four hundred ninety five dollars (\$1495.00).
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 402, 4817 49th Street, Yellowknife, NT shall be terminated on November 19, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears and the outstanding security deposit in the total amount of two thousand three hundred sixty five dollars (\$2365.00) 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 9th day of November, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **DONALD VIOLETTE**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

DONALD VIOLETTE

Respondent/Tenant

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

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the full amount of the 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 statement of account in evidence which indicated a balance of rent owing in the amount of \$1495. The statement also indicated that only \$525 had been provided as a security deposit which was transferred from a previous unit. The tenancy agreement between the parties commenced on April 1, 2007 and requires a security deposit of \$1395. Therefore the balance of the security deposit owing to the applicant is \$870.

I find the statement in order and find the respondent in breach of his obligations to pay rent and to provide the required security deposit. I find the rent arrears to be \$1495 and the outstanding security deposit to be \$870. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the balance of the required security deposit are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1495 and terminating the tenancy agreement on November 19, 2007 unless the rent arrears and the balance of the required security deposit in the total amount of \$2365 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer