

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant, and **LETIA ETIDLOIE**, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

- and -

LETIA ETIDLOIE

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 eight hundred three dollars and forty four cents (\$1803.44).
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 G1, 700 Gitzel Street, Yellowknife, NT shall be terminated on June 20, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

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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 11th day of June, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant, and
LETIA ETIDLOIE, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

-and-

LETIA ETIDLOIE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **June 10, 2008**

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

Appearances at Hearing: **Bradley Pond, representing the applicant**
 Letia Etidloie, respondent

Date of Decision: **June 10, 2008**

REASONS FOR DECISION

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

The applicant provided a statement which indicated a balance of rent owing in the amount of \$1803.44. The applicant provided five notices of early termination that had been served on the respondent for non-payment of rent. The applicant stated that he had not filed an application after the first four notices were served because the respondent paid the outstanding rent.

The respondent did not dispute the allegations.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1803.44. 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 respondent to pay the applicant rent arrears in the amount of \$1803.44 and terminating the tenancy agreement on June 20, 2008 unless the rent arrears are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer
