

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **EMILY BUCKLAND**, 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 -

EMILY BUCKLAND

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 seven hundred fifty nine dollars and eighty four cents (\$1759.84).
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 301, 5123 - 53rd Street, Yellowknife, NT shall be terminated on June 30, 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

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

EMILY BUCKLAND

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 10, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Michelle Loyer, representing the applicant

Date of Decision: June 10, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. 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 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 \$1759.84. Some of the charges were for electrical costs which were paid by the landlord on behalf of the tenant and billed back to her. The applicant explained that the respondent had initially failed to establish an account with the supplier of electricity but had done so now. The tenancy agreement between the parties obligates the tenant to pay for electricity during the term of the tenancy agreement.

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 \$1759.84. 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 \$1759.84 and terminating the tenancy agreement on June 30, 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.

Hal Logsdon
Rental Officer
