

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **ARNULF STEINWAND**, 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 -

**ARNULF STEINWAND**

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 three hundred seventy five dollars (\$1375.00).
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 308 490 Range Lake Road, Yellowknife, NT shall be terminated on August 31, 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 21st day of August, 2008.

Hal Logsdon  
Rental Officer

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(the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**ARNULF STEINWAND**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 20, 2008

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

**Appearances at Hearing:** Rosetta Morales, representing the applicant  
Connie Diener, representing the applicant  
Arnulf Steinwand, respondent

**Date of Decision:** August 20, 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 arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1375.

The respondent did not dispute the allegations and stated that he frequently worked out of town in remote areas for indeterminate periods of time and was not always in town to pay the rent on the days it was due. He stated that he intended to pay the outstanding balance immediately.

Notwithstanding the respondent's work, the tenancy agreement between the parties obligates the tenant to pay the monthly rent in advance. I must find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1375. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1375 and terminating the tenancy agreement on August 31, 2008 unless those rent arrears are paid in full. 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

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