

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **WINNIE KAVANNA AND IVY KAVANNA**, 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 -

WINNIE KAVANNA AND IVY KAVANNA

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 one thousand thirty five dollars (\$1035.00).
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 5 - 5201-51st Street, Yellowknife, NT shall be terminated on September 10, 2008 and the respondents shall vacate the premises on that date, unless the rent arrears and the rent for September, 2008 in the total amount of two thousand seventy dollars (\$2070.00) are paid in full.

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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 21st day of August, 2008.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

WINNIE KAVANNA AND IVY KAVANNA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 20, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Rosetta Morales, representing the applicant

Date of Decision: August 20, 2008

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises. 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 sought an order requiring the respondents 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 \$1035 which represented the full amount of the August, 2008 rent.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$1035. 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 respondents to pay the applicant rent arrears in the amount of \$1035 and terminating the tenancy agreement on September 10, 2008 unless those rent arrears and the September, 2008 rent in the total amount of \$2070 are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer
