

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **CHRISTIAN DENIS**, 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 -

CHRISTIAN DENIS

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 seven hundred twenty five dollars (\$725.00).
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 11- 5201 - 51st Street, Yellowknife, NT shall be terminated on August 31, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears and the outstanding security deposit in the total amount of nine hundred forty dollars (\$940.00) 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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Applicant, and **CHRISTIAN DENIS**, 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-

CHRISTIAN DENIS

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

Date of Decision: August 20, 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 his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears and the remaining balance of the security deposit were promptly paid.

The applicant provided a statement in evidence which indicated a balance owing in the amount of \$940. Included in this amount is an unpaid security deposit balance of \$215. The tenancy agreement between the parties commenced on February 1, 2008, making the balance of the security deposit payable.

I find the statement in order and find the respondent in breach of his obligation to pay rent and his obligation to provide the remaining balance of the required security deposit. I find the rent arrears to be \$725 and the remaining balance of the security deposit to be \$215. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears and the remaining balance of the security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$725

and terminating the tenancy agreement on August 31, 2008 unless the rent arrears and the balance of the security deposit in the total amount of \$940 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer
