

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **ETONA HARDISTY**, 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 -

ETONA HARDISTY

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 two thousand eight hundred twenty dollars (\$2820.00).
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 Apartment 206, 5009-52nd Avenue, Yellowknife, NT shall be terminated on November 15, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of two thousand eight hundred twenty dollars (\$2820.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of
November, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **ETONA HARDISTY**, 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-

ETONA HARDISTY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 4, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant

Date of Decision: November 4, 2008

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance on October 25, 2008 but failed to appear at the hearing. 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 in evidence which indicated a balance of rent owing in the amount of \$2820. The applicant testified that no payments of rent had been received since September 26, 2008.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2820. 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 \$2820 and terminating the tenancy agreement between the parties on November 15, 2008 unless those rent arrears are paid in full.

Hal Logsdon
Rental Officer