

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **PEARL MANTLA**, 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 -

PEARL MANTLA

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 four thousand one hundred twenty nine dollars and ninety two cents (\$4129.92).
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 987 Gitzel Street, Yellowknife, NT shall be terminated on November 19, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of four thousand one hundred twenty nine dollars and ninety two cents (\$4129.92) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of
November, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **PEARL MANTLA**, 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-

PEARL MANTLA

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 5, 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 in evidence which indicated a balance of rent owing in the amount of \$4129.92. A previous order (file #10-10080, filed on April 30, 2008) requiring the respondent to compensate the applicant for fuel costs paid on her behalf has been satisfied.

The statement indicates that no payments have been made since September 17, 2008. Applying payments to the oldest debt, I find the rent arrears to be composed of the following elements:

Unpaid balance of September/08 rent	\$729.92
October/08 rent	1700.00
November/08 rent	<u>1700.00</u>
Balance owing applicant	\$4129.92

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 \$4129.92. 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 \$4129.92 and terminating the tenancy agreement between the parties on November 19, 2008 unless those rent arrears are paid in full.

Hal Logsdon
Rental Officer