

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **JIM BIGGS**, 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 -

**JIM BIGGS**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears and the rent for February, 2009 in accordance with the following schedule:
  - a) One payment of no less than one thousand dollars (\$1000.00) to be paid no later than January 23, 2009,
  - b) One payment of no less than two thousand dollars (\$2000.00) to be paid no later than February 6, 2009,
  - c) One payment of no less than one thousand five hundred dollars (\$1500.00) to be paid no later than February 20, 2009 and
  - d) One payment of no less than one thousand five hundred dollars (\$1500.00)

to be paid no later than February 27, 2009.

2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of January, 2009.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**JIM BIGGS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 7, 2009

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

**Appearances at Hearing:** Connie Diener, representing the applicant  
Jim Biggs, respondent

**Date of Decision:** January 7, 2009

**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 rent 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 \$4000. The statement indicated that no rent had been paid since November 14, 2008. The rent for the premises is \$2000/month.

The respondent did not dispute the allegations and proposed that the rent arrears and the February, 2009 rent be paid in full by February 27, 2009 according to the following schedule:

January 23, 2009	\$1000
February 6, 2009	\$2000
February 20, 2009	\$1500
February 27, 2009	\$1500

The applicant consented to an order requiring the rent arrears and the February, 2009 rent to be paid in accordance with the proposed schedule and requiring future rent to be paid on time.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$4000.

An order shall issue requiring the respondent to pay the rent arrears and the February, 2009 rent

in accordance with the agreed upon schedule and to pay future rent on time.

Should the respondent fail to make payments in accordance with this order, the applicant may make another application seeking the full payment of any outstanding balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer