

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **LUCY AKOAKSION AND DOUG HEISLER**, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

- and -

LUCY AKOAKSION AND DOUG HEISLER

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 two thousand seven hundred thirty dollars (\$2730.00).
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 003, 5304 - 49th Street, Yellowknife, NT shall be terminated on February 5, 2009 and the respondents shall vacate the premises on that date, unless the rent arrears and the rent for February, 2009 in the total amount of three thousand eight hundred twenty five dollars (\$3825.00)

are paid in full.

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 29th day of January, 2009.

Hal Logsdon
Rental Officer

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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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

-and-

LUCY AKOAKSION AND DOUG HEISLER

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 28, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Bradley Pond, representing the applicant

Date of Decision: January 28, 2009

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. 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. The applicant provided a statement that indicated a balance of rent owing in the amount of \$2730. The monthly rent for the premises is \$1095.

The applicant served a Notice of Early Termination on the respondents on December 16, 2008 seeking vacant possession on December 29, 2009. The applicant stated that the respondents were still in possession.

I find the statement in order and find the respondents in breach of their obligation to pay rent. 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 respondents to pay the applicant rent arrears in the amount of \$2730 and terminating the tenancy agreement on February 5, 2009 unless the rent arrears and the rent for February, 2009 in the total amount of \$3825 are paid in full. If the tenancy agreement

continues, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer