

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,  
and **MARCELO PEREZ AND ANDREA ORLAW**, 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 -

**MARCELO PEREZ AND ANDREA ORLAW**

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 seven hundred fifteen dollars (\$715.00).
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 415, 4402 School Draw Avenue, Yellowknife, NT shall be terminated on February 24, 2009 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

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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 10th day of February, 2009.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**MIDWEST PROPERTY MANAGEMENT**

Applicant/Landlord

-and-

**MARCELO PEREZ AND ANDREA ORLAW**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 10, 2009

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

**Appearances at Hearing:** Lindsey Dwojak, representing the applicant

**Date of Decision:** February 10, 2009

**REASONS FOR DECISION**

The respondents were personally served with Notices of Attendance but failed to appear at the hearing. The hearing was held in their absence.

The application named Herbert Perez and Andrea Orlaw as respondents although the tenancy agreement between the parties names Marcelo Perez and Andrea Orlaw as joint tenants. The applicant requested that the style of cause of any order issued reflect the names as stated on the tenancy agreement.

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 unless the rent arrears were promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$715.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$715. 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

\$715 and terminating the tenancy agreement on February 24, 2009 unless those arrears are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer