IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **NORMAN SANGRIS**, 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 -

#### **NORMAN SANGRIS**

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 one thousand four hundred twenty five dollars (\$1425.00).
- 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 2, 5201 51<sup>st</sup> Street, Yellowknife, NT shall be terminated on May 31, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

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

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of May, 2009.

Hal Logsdon Rental Officer IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **NORMAN SANGRIS**, 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-

## **NORMAN SANGRIS**

Respondent/Tenant

# **REASONS FOR DECISION**

**Date of the Hearing:** May 13, 2009

Place of the Hearing: Yellowknife, NT

**Appearances at Hearing:** Connie Diener, representing the applicant

Phoebe Franki, representing the respondent

**Date of Decision:** May 13, 2009

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**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 arrears were paid in full.

The applicant provided a statement of the rent account in evidence which indicated a balance of

rent owing in the amount of \$1425. The applicant stated that the security deposit had been paid in

full. The monthly rent for the premises is \$1275.

The respondent's representative did not dispute the allegations and stated that the rent arrears

would be paid on or before May 31, 2009.

I find the rent statement in order and find the respondent in breach of his obligation to pay rent. I

find the rent arrears to be \$1425. In my opinion there are sufficient grounds to terminate the

tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1425 and

terminating the tenancy agreement on May 31, 2009 unless the rent arrears are paid in full. The

order shall also require the respondent to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon Rental Officer