

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **HOA PHUOC DO**, 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 -

HOA PHUOC DO

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 hundred fifty dollars (\$450.00).
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 322, 5603 - 51A Avenue Yellowknife, NT, shall be terminated on August 19, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears and the outstanding security deposit in the total amount of eight hundred twelve dollars and fifty cents (\$812.50) 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 7th day of August, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

HOA PHUOC DO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 5, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sylvia Siemens, representing the applicant
Hoa Phuoc Do, respondent

Date of Decision: August 5, 2009

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears and balance of the security deposit were promptly paid.

The applicant provided a statement in evidence indicating a balance owing in the amount of \$812.50. The applicant stated \$362.50 was the amount of the outstanding security deposit and \$450 was the amount of outstanding rent. The monthly rent for the premises is \$1450.

The tenancy agreement commenced on May 1, 2009, making the full amount of the security deposit due.

The respondent did not dispute the allegations and stated that he would pay the full amounts by August 15, 2009.

I find the statement in order and find the respondent in breach of his obligation to pay rent and his obligation to pay the required security deposit. I find the rent arrears to be \$450 and the outstanding portion of the required security deposit to be \$362.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the balance of the security deposit are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$450 and terminating the tenancy agreement on August 19, 2009 unless the rent arrears and balance of the security deposit in the total amount of \$812.50 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer