

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JANICE HAGEN**, 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 -

JANICE HAGEN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file # 10-10827, filed on May 21, 2009) is rescinded and the respondent ordered to pay the applicant rent arrears in the amount of three thousand fifty five dollars (\$3055.00).
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 104, 5215 51st Street, Yellowknife, NT shall be terminated on September 30, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for September,

2009 in the total amount of four thousand two hundred fifteen dollars (\$4215.00) 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 27th day of August, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JANICE HAGEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 26, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sylvia Siemens, representing the applicant
Janice Hagen, respondent (by telephone)

Date of Decision: August 26, 2009

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and breached a previous order requiring her to pay rent arrears in monthly installments. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of owing in the amount of \$3055. The applicant testified that the required security deposit had been paid in full and that the entire balance consisted of rent.

A previous order (file #10-10827, filed on May 21, 2009) required the respondent to pay rent arrears in seven equal weekly payments of \$505. The statement indicates that payments were not made in accordance with the order.

The respondent did not dispute the allegations and stated that she wanted to arrange another payment schedule with the landlord. The applicant stated that they had little confidence that another payment schedule would be met and sought full payment of the balance and the September rent on or before September 30, 2009. The September rent will be \$1160.

I find the statement in order and find the respondent in breach of her obligation to pay rent and in breach of the previous order. I find the balance of rent owing to be \$3055. In my opinion, there

are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3055 and terminating the tenancy agreement on September 30, 2009 unless the rent arrears and the September, 2009 rent in the total amount of \$4215 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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

Hal Logsdon
Rental Officer