

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **BRAD CHRISTENSEN**, 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 -

BRAD CHRISTENSEN

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 five thousand seven hundred ninety dollars (\$5790.00).
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 D108, 900 Lanky Court, Yellowknife, NT shall be terminated on September 30, 2009 and the respondent shall vacate the premises on that date unless a payment of at least three thousand six hundred twelve dollars and fifty cents (\$3612.50) is paid to the applicant.

3. 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 D108, 900 Lanky Court, Yellowknife, NT shall be terminated on October 15, 2009 and the respondent shall vacate the premises on that date unless the remainder of the rent arrears and the rent for October, 2009 in the total amount of three thousand six hundred twelve dollars and fifty cents (\$3612.50) is paid in full.
4. 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 17th day of September, 2009.

Hal Logsdon
Rental Officer

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Applicant, and **BRAD CHRISTENSEN**, 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-

BRAD CHRISTENSEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 16, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sylvia Siemens, representing the applicant
Brad Christensen, respondent

Date of Decision: September 16, 2009

REASONS FOR DECISION

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

The applicant provided a statement in evidence which indicated a balance of rent arrears in the amount of \$5790. The monthly rent for the premises is \$1435.

The respondent did not dispute the allegations. The parties agreed on a scheduled arrangement for the payment of the rent arrears and the October, 2009 rent as follows:

1. An arrears payment of at least \$3612.50 shall be paid to the landlord by September 30, 2009 otherwise the tenancy agreement will be terminated on that date.
2. The balance of arrears (\$2177.50) and the October, 2009 rent (\$1435) shall be paid in full no later than October 15, 2009 otherwise the tenancy agreement will be terminated on that date.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$5790. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the October, 2009 rent are paid in accordance with the agreed upon schedule.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5790. Unless at least \$3612.50 is paid by the respondent to the applicant by September 30, 2009 the tenancy agreement shall be terminated on that date. Unless the remainder of the rent arrears and the October, 2009 rent totalling \$3612.50 is paid by October 15, 2009, the tenancy agreement will be terminated on that date. Should the tenancy agreement continue, the respondent is 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