

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **TRINA CLI**, 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 -

TRINA CLI

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 nine hundred thirty seven dollars and fifty cents (\$937.50).
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 205, 5123 53rd 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 outstanding portion of the required security deposit in the total amount of one thousand five hundred sixty

two dollars and fifty cents (\$1562.50) 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 17th day of September, 2009.

Hal Logsdon
Rental Officer

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Applicant, and **TRINA CLI**, 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-

TRINA CLI

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

Date of Decision: September 16, 2009

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the balance 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 rent arrears and security deposit were promptly paid.

The applicant provided a statement in evidence which indicated a balance of rent arrears in the amount of \$937.50 and a balance of security deposit owing of \$625. The tenancy agreement commenced on June 6, 2009, making the balance of the security deposit due and payable.

I find the statement in order and find the respondent in breach of her obligation to pay rent and her obligation to provide the full amount of the required security deposit. I find the rent arrears to be \$937.50 and the balance of the security deposit to be \$625. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the balance of the security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$937.50 and terminating the tenancy agreement on September 30, 2009 unless the rent arrears

and the balance of the security deposit in the total amount of \$1562.50 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer