

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **SALLY CHOCOLATE**, 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 -

SALLY CHOCOLATE

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 fifty dollars (\$1050.00).
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 103, 5730 50th Avenue, Yellowknife, NT shall be terminated on December 15, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears and the December, 2009 rent in the total amount of two thousand four hundred dollars (\$2400.00) are paid in full.

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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 18th day of November, 2009.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

SALLY CHOCOLATE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 18, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sylvia Siemens, representing the applicant
Sally Chocolate, respondent

Date of Decision: November 18, 2009

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 rent arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1050. The monthly rent for the premises is \$1350. The applicant stated that the required security deposit had been paid in full.

The respondent did not dispute the allegations and stated that she would be able to pay the rent arrears and the December, 2009 rent on or before December 15, 2009. The applicant was satisfied with that arrangement.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1050. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1050 and terminating the tenancy agreement on December 15, 2009 unless the rent arrears and the December, 2009 rent are paid in full. I calculate that amount to be \$2400.

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Rent arrears as at November 18/09	\$1050
December/09 rent	<u>1350</u>
Total	\$2400

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