

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **DESANKA NIKOLIC**, 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 -

DESANKA NIKOLIC

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 three hundred five dollars (\$1305.00).
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 211, 5603 - 51A Avenue, Yellowknife, NT, shall be terminated on February 8, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for February,

2010 in the total amount of two thousand six hundred ten dollars (\$2610.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of January, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

DESANKA NIKOLIC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 20, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sylvia Siemens, representing the applicant
Desanka Nikolic, respondent

Date of Decision: January 20, 2010

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 are paid in full.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1305. The monthly rent for the premises is \$1305.

The respondent did not dispute the allegations but stated that he was often unable to pay the rent in advance. He stated that he was a long term tenant and always paid the rent and questioned why the rent had to be paid in advance. The applicant stated that they would like the tenancy terminated unless the rent was paid in full by January 31, 2010. The respondent stated that he didn't think he would be able to meet that date but could pay the arrears and the full amount of the February rent by February 8, 2010. The parties consented to an order based on that agreement.

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 \$1305. The February rent, due February 1, 2010 will also be \$1305. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1305 and terminating the tenancy agreement on February 8, 2010 unless the rent arrears and the February, 2010 rent in the total amount of \$2610 are paid in full.

The tenancy agreement between the parties obligates the tenant to pay the monthly rent in advance. The respondent has previously been ordered to pay rent on time. That order remains in effect.

Hal Logsdon
Rental Officer