

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JASON DYSON AND MARY JEWELL**, Respondents;

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 -

JASON DYSON AND MARY JEWELL

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand six hundred dollars (\$1600.00).
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 G212, 900 Lanky Court Yellowknife, NT, shall be terminated on January 31, 2010 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.
3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay

future rent on time.

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-

JASON DYSON AND MARY JEWELL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 20, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sylvia Siemens, representing the applicant

Date of Decision: January 20, 2010

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail. Mr. Dyson was contacted by the rental officer by phone on January 19, 2010 and advised of the notice and the date, time and location of the hearing. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears are paid by January 31, 2010.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1600. The monthly rent for the premises is \$1700.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$1600. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

A order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1600 and terminating the tenancy agreement on January 31, 2010 unless those arrears are paid in full. Should the tenancy agreement continue, the respondents are ordered to pay future rent on time.

Hal Logsdon
Rental Officer