

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **DAVID MODESTE**, 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 -

DAVID MODESTE

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 two thousand three hundred fifty dollars (\$2350.00).
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 210, 5123 53rd Street, Yellowknife, NT, shall be terminated on February 28, 2010 and the respondent

shall vacate the premises on that date, unless rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of
February, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **DAVID MODESTE**, 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-

DAVID MODESTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 11, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sylvia Siemens, representing the applicant
Cynthia Modeste, representing the respondent

Date of Decision: February 11, 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 arrears were promptly paid.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$2350. The monthly rent for the premises is \$1175. The applicant stated that the required security deposit had been paid in full.

The respondent's representative did not dispute the allegations and stated that the rent arrears could be paid by February 28, 2010. The applicant agreed to continue the tenancy agreement if the rent arrears were paid in full on or before 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 \$2350. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid by February 28, 2010.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3150 and terminating the tenancy agreement on February 28, 2010 unless that amount is paid in full.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer