

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **SUSAN CATLING**, 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 -

SUSAN CATLING

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 three thousand one hundred fifty dollars (\$3150.00).
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 H314, 900 Lanky Court, Yellowknife, NT, shall be terminated on March 1, 2010 and the respondent shall vacate the premises on that date, unless rent arrears in the amount of three thousand one hundred fifty dollars (\$3150.00) 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 11th day of February, 2010.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

SUSAN CATLING

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
Susan Catling, 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 \$3150. The monthly rent for the premises is \$1550. 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 by March 1, 2010. The applicant agreed to continue the tenancy agreement if the rent arrears of \$3150 were paid in full on or before that date.

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 \$3150. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears of \$3150 are paid by March 1, 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 March 1, 2010 unless that amount is paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer