

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **AMANDA JOHNSTONE**, 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 -

**AMANDA JOHNSTONE**

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 nine hundred three dollars and twenty three cents (\$903.23).
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 202, 492 Range Lake Road, Yellowknife, NT, shall be terminated on February 28, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears 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 11th day of February, 2010.

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Hal Logsdon  
Rental Officer

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Applicant, and **AMANDA JOHNSTONE**, 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-

**AMANDA JOHNSTONE**

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

**Date of Decision:** February 11, 2010

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

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 \$903.23. The monthly rent for the premises is \$1450. The applicant stated that the required security deposit had been paid in full.

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 \$903.23. 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 \$903.23 and terminating the tenancy agreement on February 28, 2010 unless that amount is paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer