

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **MICHELLE LOYER**, 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 -

MICHELLE LOYER

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 seven dollars and ninety three cents (\$3007.93).
2. Pursuant to sections 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 218, 490 Range Lake Road, Yellowknife, NT shall be terminated on March 26, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of March,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **MICHELLE LOYER**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

MICHELLE LOYER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 3, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sylvia Siemens, representing the applicant

Date of Decision: March 3, 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 rent arrears were paid by March 26, 2010.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3007.93. The applicant stated that the required security deposit had been paid in full.

A previous order (file #10-10502, filed on November 28, 2008) required the respondent to pay future rent on time.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I also find the respondent in breach of the previous order requiring her to pay future rent on time. I find the rent arrears to be \$3007.93. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. March 26, 2010 is a reasonable date.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3007.93 and terminating the tenancy agreement on March 26, 2010 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer