

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **VIOLA SNOW**, 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 -

VIOLA SNOW

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 six hundred fifty dollars (\$2650.00).
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 310, 48 Con Road, Yellowknife, NT shall be terminated on June 15, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for June, 2010 in the total amount of three thousand nine hundred seventy five dollars (\$3975.00) 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 28th day of May, 2010.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

VIOLA SNOW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 26, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: May 26, 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 promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2650. The monthly rent for the premises is \$1325 and the arrears represent rent for April and May, 2010. The applicant suggested that the arrears and the June, 2010 rent be paid no later than June 15, 2010.

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 \$2650.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2650 and terminating the tenancy agreement on June 15, 2010 unless those arrears and the June rent in the total amount of \$3975 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer