

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **NICOLE FOX AND STEPHANIE FOX**, Respondents;

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 -

**NICOLE FOX AND STEPHANIE FOX**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of eight hundred fifty dollars and thirty six cents (\$850.36).
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 214, 5603-51A Avenue, Yellowknife, NT shall be terminated on August 13, 2010 and the respondents shall vacate the premises on that date, unless the rent arrears and the rent for August, 2010 in the total amount of two thousand one hundred dollars and thirty six cents (\$2100.36) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of July,  
2010.

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Hal Logsdon  
Rental Officer

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Applicant, and **NICOLE FOX AND STEPHANIE FOX**, Respondents.

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-

**NICOLE FOX AND STEPHANIE FOX**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 28, 2010

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Joyce Dust, representing the applicant  
Nicole Fox, respondent  
Stephanie Fox, respondent

**Date of Decision:** July 28, 2010

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents 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 in evidence which indicated a balance of rent owing in the amount of \$850.36. The monthly rent for the premises is \$1250. The applicant stated that the security deposit was paid in full.

The respondents did not dispute the allegations and stated that they would pay the rent arrears and the August, 2010 rent on or before August 13, 2010. The applicant accepted this proposal to pay the arrears.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$850.36. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$850.36 and terminating the tenancy agreement on August 13, 2010 unless the rent arrears and the August, 2010 rent in the total amount of \$2100.36 are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

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

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Hal Logsdon  
Rental Officer