

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **DAVID MODESTE AND CYNTHIA MODESTE**, Respondents;

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

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 -

**DAVID MODESTE AND CYNTHIA MODESTE**

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 one thousand seven hundred twenty five dollars (\$1725.00).
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 210, 5123 53<sup>rd</sup> Street, Yellowknife, NT shall be terminated on November 5, 2010 and the respondents shall vacate the rental premises on that date, unless payments of at least two thousand dollars (\$2000.00) have been made to the applicant.

.../2

3. 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 210, 5123 53<sup>rd</sup> Street, Yellowknife, NT shall be terminated on November 19, 2010 and the respondents shall vacate the rental premises on that date, unless the rent arrears, and the rent for November, 2010 have been paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of October, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **DAVID MODESTE AND CYNTHIA MODESTE**, 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-

**DAVID MODESTE AND CYNTHIA MODESTE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 20, 2010**

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

**Appearances at Hearing:**                      **Crystal Mickle, representing the applicant**  
   **Cynthia Modeste, respondent (by telephone)**

**Date of Decision:**                      **October 20, 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 \$1725. The monthly rent for the premises is \$1275.

The respondent did not dispute the allegations and proposed making bi-weekly payments of \$1000 commencing on October 22, 2010 until the rent arrears and the November, 2010 were paid in full. The parties agreed on the following schedule of payments:

<u>Date</u>	<u>Payment</u>	<u>Balance</u>
October 22/10	\$1000	\$725
November 5/10	\$1000	\$1000 (includes Nov. Rent)
November 19/10	\$1000	\$0

I find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$1725.

In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the November, 2010 rent are paid in accordance with the schedule.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1725. The tenancy agreement will be terminated on November 5, 2010 unless the scheduled payments of \$2000 have been made. The tenancy agreement will also be terminated on

- 3 -

November 19, 2010 unless the rent arrears and the November, 2010 rent have been paid in full.

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Hal Logsdon  
Rental Officer