

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **ARVIN LANDRY AND ALISSA LANDRY**, 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 -

**ARVIN LANDRY AND ALISSA LANDRY**

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 five hundred seventy five dollars (\$1575.00).
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 5454 52nd Street, Yellowknife, NT shall be terminated on November 26, 2010 and the respondents shall vacate the premises on that date, unless the rent arrears 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 16th day of  
November, 2010.

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Hal Logsdon  
Rental Officer

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Applicant, and **ARVIN LANDRY AND ALISSA LANDRY**, 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-

**ARVIN LANDRY AND ALISSA LANDRY**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** November 10, 2010

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

**Appearances at Hearing:** Karlee Bell, representing the applicant

**Date of Decision:** November 10, 2010

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

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.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1575. The monthly rent for the premises is \$1610.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$1575. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1575 and terminating the tenancy agreement on November 26, 2010 unless those arrears are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer