

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **SEAN ANGAJAK QITSUALIK**, Respondent;

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 -

SEAN ANGAJAK QITSUALIK

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 eight hundred seventy dollars and seventy five cents (\$2870.75).
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, 490 Range Lake Road, Yellowknife, NT shall be terminated on the following dates unless the following payments are made by the respondent to the applicant:
 - a) Termination on December 31, 2010 unless a payment of rent arrears in the

amount of one thousand one hundred seventy five dollars (\$1175.00) is made on or before that date.

- b) Termination on January 20, 2011 unless an additional payment of rent arrears and a portion of the security deposit in the amount of one thousand seven hundred thirty dollars (\$1730.00) is made on or before that date.
- c) Termination on February 15, 2011 unless the remainder of the security deposit plus the January and February, 2011 rents in the total amount of two thousand six hundred nine dollars and fifty cents (\$2609.50) is made on or before that date.

- 3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, after February 15, 2011 the respondent shall pay the monthly rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of December, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **SEAN ANGAJAK QITSUALIK**, 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.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

SEAN ANGAJAK QITSUALIK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 1, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Crystal Mickle, representing the applicant
Sean Angajak Qitsualik, respondent

Date of Decision: December 1, 2010

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$2870.75 and an outstanding balance of the security deposit owing of \$293.75. The monthly rent for the premises is \$1175.

The respondent did not dispute the allegations and stated that he had recently found employment and would be able to pay the rent arrears and the security deposit over time. The parties agreed to the following schedule of payments which include the payment of the rent for January and February, 2011:

<u>Payment Date</u>	<u>Amount</u>	<u>Balance of Rent and Security deposit</u>
December 31/10	\$1175.00	\$1989.50
January 20/11	\$1730.00	\$3164.50
February 15/11	\$2609.50	\$0

I find the respondent in breach of his obligation to pay rent and his obligation to pay the full amount of the required security deposit. I find the rent arrears to be \$2870.75 and the balance of the required security deposit to be \$293.75. In my opinion, there are sufficient grounds to

terminate the tenancy agreement on any of the due dates if the agreed upon payment is not made on or before that day.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2870.75 and terminating the tenancy on any of the payment due dates if the required payment is not paid in full. Should the tenancy agreement continue the respondent is also ordered to pay the monthly rent on time after this order is satisfied on February 15, 2011.

Hal Logsdon
Rental Officer