

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **TANICKI QITSUALIK AND JOSEPH 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 -

TANICKI QITSUALIK AND JOSEPH 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 three thousand sixty nine dollars and sixty nine cents (\$3069.69).
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 201, 600 Gitzel Street, Yellowknife, NT shall be terminated on December 15, 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 2nd day of
December, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **TANICKI QITSUALIK AND JOSEPH 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-

TANICKI QITSUALIK AND JOSEPH MODESTE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 1, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Crystal Mickle, representing the applicant
Tanicki Qitsualik, respondent
Janet Stephenson, representing the respondent

Date of Decision: December 1, 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.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3069.69. The monthly rent for the premises is \$1335. The applicant stated that the required security deposit had been paid in full.

The respondent did not dispute the allegations.

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 \$3069.69. 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 \$3069.69 and terminating the tenancy agreement on December 15, 2010 unless the rent arrears 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.

Hal Logsdon
Rental Officer