

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **ASHLEY FORSTER**, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

- and -

ASHLEY FORSTER

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 nine hundred fifty two dollars (\$2952.00).
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 109, 700 Gitzel Street, Yellowknife, NT shall be terminated on June 25, 2012 and the respondent 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 respondent shall pay

future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of June,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **ASHLEY FORSTER**, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

-and-

ASHLEY FORSTER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 13, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Robert Wells, representing the applicant

Date of Decision: June 13, 2012

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail but did not appear at the hearing. At the time of the hearing there was no confirmation that the respondent had received the Notice of Attendance but a notice card was left at the rental premises on May 28, 2012 indicating where the item could be picked up. The applicant stated that the respondent was still in possession of the premises. In my opinion, it is reasonable to deem the notice served pursuant to section 71(5) of the *Residential Tenancies Act*. The matter was heard in the absence of the respondent.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of the rent account which indicated a balance of rent and penalties for late rent totalling \$2952. The monthly rent for the premises is \$1350. The applicant noted that the rent has repeatedly been paid late throughout the term of the tenancy. The written tenancy agreement between the parties obligates the tenant to pay the monthly rent in advance. The applicant served a Notice of Early Termination on the respondent on May 5, 2012 seeking vacant possession on May 23, 2012.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find

the rent arrears and penalties for late rent to be \$2952. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and penalties are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2952 and terminating the tenancy agreement on June 25, 2012 unless those arrears are paid in full. An eviction order to be effective on June 26, 2012 unless the arrears are paid in full shall be issued separately. Should the tenancy agreement continue, the respondent is also ordered to pay the monthly rent on time in the future.

Hal Logsdon
Rental Officer