

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **ROSA WRIGHT**, 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, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY REIT

Applicant/Landlord

- and -

ROSA WRIGHT

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 seven hundred twenty dollars and forty four cents (\$720.44).
2. Pursuant to section 83(2) of the *Residential Tenancies Act*, the applicant shall complete a statement of the security deposit and deductions in accordance with section 18 of the Act and after applying the security deposit and accrued interest against any costs of repairs of tenant damage shall apply any balance against the satisfaction of this order and any others made by a rental officer which require the respondent to make payments to the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of July, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **ROSA WRIGHT**, 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 REIT

Applicant/Landlord

-and-

ROSA WRIGHT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 9, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sharon Hysert, representing the applicant

Date of Decision: July 12, 2002

REASONS FOR DECISION

The applicant indicated that since the application was made the company name had been changed to Northern Property REIT, and that the new company wished to continue the proceeding in that name.

The respondent was served with a Notice of Attendance on June 26, 2002 but failed to appear at the hearing. The hearing was held in her absence.

The applicant indicated that the respondent vacated the rental premises on June 30, 2002. 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. The applicant provided a copy of the tenant rent ledger which indicated a balance of rent owing in the amount of \$2760.44.

A previous order was filed by a rental officer on September 18, 2001 (File #10-6700) requiring the respondent to pay the applicant rent arrears in the amount of \$2040 and water costs of \$173.72. The ledger indicates the following transactions since that order was filed:

Rent charged	\$7525.00
Water charges	195.44
Amounts paid	<u>(7000.00)</u>
Outstanding rent	\$720.44

The applicant indicated that they held a security deposit but had not yet completed a statement. I

note that the Act does provide ten days for a landlord to complete a statement and that at the date of the hearing the landlord was not in breach of that obligation.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the accrued rent arrears since the previous order to be \$720.44. An order shall be issued for the respondent to pay the applicant rent arrears in the amount of \$720.44. The applicant may enforce this order and the previous one as necessary to satisfy the accumulated arrears of \$2760.44.

The order shall also require the applicant to complete a statement of the security deposit and deductions in accordance with section 18 of the *Residential Tenancies Act* and, after applying the deposit and accrued interest to the costs of repairs of any tenant damages, apply any balance to the satisfaction of this order and the previous order.

Hal Logsdon
Rental Officer