

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **BARB SARASIN**, 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 -

BARB SARASIN

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 six hundred fifty six dollars and eighty one cents (\$2656.81).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Apartment 205, 5465 52nd Street, Yellowknife, NT shall be terminated on September 30, 2002 and the

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respondent shall vacate the rental premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of September, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **BARB SARASIN**, 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-

BARB SARASIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 10, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant
Barb Sarasin, respondent

Date of Decision: September 10, 2002

REASONS FOR DECISION

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 between the parties. The applicant provided a copy of the rent statement which indicated a balance of rent owing in the amount of \$2656.81.

The respondent indicated that she wanted to continue the tenancy and would be able to pay the rent arrears by the end of October, 2002. She provided a copy of a letter to the landlord and a pay stub indicating her current salary. She did not dispute the allegations.

The rent statement indicates that only two payments of rent have been received from the respondent since the applicant acquired the property in June, 2002. The last payment was made on July 24, 2002. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. The record of rent payments does not indicate serious intent to pay rent. I do not think it is reasonable to allow the tenancy agreement to continue any longer than September 30, 2002 unless this debt is paid in full.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$2656.81. An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$2656.81 and terminating the tenancy

agreement on September 30, 2002 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer