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

EDWARD 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 two thousand three hundred dollars (\$2300.00).
- 2. 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 13th day of November, 2002.

Hal Lo	gsdon
Rental	Officer

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

EDWARD WRIGHT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 12, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sharon Hysert, representing the applicant

Edward Wright, respondent

<u>Date of Decision</u>: November 12, 2002

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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 to pay all

future rent on time. The applicant testified that since the application was made, rental arrears in

the amount of \$2300 had accumulated. The applicant provided a statement of the rent account

which indicated a balance owing of \$2300.

The respondent did not dispute the allegations, indicating that he had experienced personal

financial difficulties. He indicated that he would be able to pay the rent arrears promptly and pay

the future rent on the days it was due.

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 \$2300. An order shall be issued requiring the respondent to

pay the applicant rent arrears in the amount of \$2300 and to pay all future rent on time.

Hal Logsdon

Rental Officer