

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **UZI ER ZUKICH**, 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 -

**UZI ER ZUKICH**

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 nine hundred forty dollars (\$940.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant the cost of utilities which were paid on his behalf in the amount of one hundred ninety eight dollars and eight cents (\$198.08).
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 13th day of February, 2003.

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Hal Logsdon  
Rental Officer

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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-

**UZI ER ZUKICH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 11, 2003

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Lucy Gillard, representing the applicant

**Date of Decision:** February 11, 2003

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on January 29, 2003 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for the cost of utilities which was his obligation in accordance with the written tenancy agreement between the parties. The applicant provided a copy of the tenant statement which indicated a balance of rent owing in the amount of \$940 and a balance of utilities owing in the amount of \$198.08. The statement also indicates that on numerous occasions the rent has not been paid on time. The applicant also provided a copy of the tenancy agreement which outlined the tenant's obligation to pay for utilities and to pay rent on the first day of each month. The applicant indicated that the utility arrears had been transferred to the tax account of the landlord.

I find the respondent breached the tenancy agreement by failing to pay rent and by failing to pay utilities which were his responsibility pursuant to the tenancy agreement. I find the rent arrears to be \$940 and the cost of utilities paid on behalf of the respondent to be \$198.08. I also find that the rent has not always been paid on time. An order shall be issued requiring the respondent to pay the applicant the rent and utility arrears totalling \$1138.08 and requiring the respondent to pay future rent on time.

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Hal Logsdon  
Rental Officer