

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

LOUIS TOPALOFF

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 three thousand five hundred seventy dollars (\$3570.00).
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 #215, 5465-52 Street shall be terminated on May 31, 2003 and the respondent shall vacate the rental premises on that date unless the respondent makes payment to the applicant of no less than one thousand five hundred dollars (\$1500.00).

3. Pursuant to section 84(2) of the *Residential Tenancies Act*, provided the tenancy agreement continues, the respondent may pay the remaining rent arrears in monthly installments of no less than eight hundred dollars (\$800.00), the first payment being due no later than June 30, 2003 and payable no later than the last day of every month thereafter, until the rent arrears are paid in full.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of May, 2003.

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-

LOUIS TOPALOFF

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 13, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant
Louis Topoloff, respondent

Date of Decision: May 13, 2003

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 rent statement which indicated a balance of rent owing in the amount of \$3570. The statement indicated that the account began to fall into serious arrears on February 1, 2003 and that only \$900 had been received in rent since that date. The monthly rent for the premises is \$1050.

The respondent did not dispute the allegations and indicated that he had experienced some financial difficulties and could pay the rent arrears in monthly installments. The respondent indicated that he was employed as an underground mechanic.

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 \$3570. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the respondent demonstrates his willingness to pay the arrears by making a significant and prompt payment. Provided this is done, the remainder of the arrears may be paid in monthly installments.

An order shall be issued terminating the tenancy agreement on May 31, 2003 unless the

respondent pays the applicant at least \$1500. Provided this payment is made, the order will require the respondent to make monthly payments of no less than \$800 by the end of each month, the first payment being due on June 30, 2003. The order shall also require the respondent to pay the rent on time.

Should the respondent make the initial payment of \$1500 but fail to make the regular monthly payments of arrears or payments of rent, the applicant may make a future application requesting that this order be rescinded and an order issued for the lump sum payment of any balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer