

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

BRENT SIMMS

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 one hundred twenty five dollars (\$3125.00).
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 305, 1200 Gitzel Street, Yellowknife, NT shall be terminated on April 30, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

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 14th day of April, 2004.

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");

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BETWEEN:

NORTHERN PROPERTY REIT

Applicant/Landlord

-and-

BRENT SIMMS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 13, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant

Date of Decision: April 13, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on April 1, 2004 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 the full amount of the 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 statement of the rent account which indicated a balance of rent owing in the amount of \$3125. The applicant served the respondent a notice of early termination on February 12, 2004 seeking vacant possession on February 22, 2004. The respondent failed to vacate the premises.

I find the statement in order and find the tenant in breach of his obligation to pay rent. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3125 and terminating the tenancy agreement on April 30, 2004 unless the arrears are paid in full. Should the tenancy agreement continue, the respondent is order to pay future rent on time.

Hal Logsdon
Rental Officer