

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and
GEORGE NAEDZO AND LOUISA BLACK, Respondents;

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 -

GEORGE NAEDZO AND LOUISA BLACK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three thousand five hundred twenty five dollars (\$3525.00).
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 Apartment 322, 5603 51A Avenue, Yellowknife, NT shall be terminated on April 30, 2004 and the respondents 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 respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of April, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and
GEORGE NAEDZO AND LOUISA BLACK, Respondents.

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-

GEORGE NAEDZO AND LOUISA BLACK

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 13, 2004
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Lucy Gillard, representing the applicant George Naedzo, respondent
<u>Date of Decision:</u>	April 13, 2004

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents 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 \$3525. The statement indicated that there had only been one payment of rent made since the tenancy commenced on January 1, 2004.

The respondent did not dispute the allegations or offer any specific plan as to how the rent arrears might be paid.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$3525. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$3525 and terminating the tenancy agreement on April 30, 2004 unless the arrears are paid in full. Should the respondents pay the rent arrears in accordance with the order, they are ordered to pay all future rent on time.

Hal Logsdon
Rental Officer