

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

DESANKA NIKOLIC

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 eight hundred fifty dollars (\$2850.00).
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 211, 5603-51 Avenue, Yellowknife, NT shall be terminated on May 3, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears and rent for May, 2004 totalling three thousand eight hundred twenty five dollars (\$3825.00) is paid in full.

.../2

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 15th day of April, 2004.

Hal Logsdon
Rental Officer

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

DESANKA NIKOLIC

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
Dragon Nikolic, representing the respondent

Date of Decision: April 13, 2004

REASONS FOR DECISION

The application was filed on March 24, 2004 naming Desanka Nikolic and Dragon Nikolic as joint respondents. The written tenancy agreement was made between the applicant and Desanka Nikolic only. As Dragon Nikolic is not a party to the agreement, the style of cause of the order shall be amended to name Desanka Nikolic as sole respondent/tenant.

The applicant alleged that the respondent 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 statement of the rent account which indicated a balance of rent owing in the amount of \$2850.

The respondent's representative did not dispute the allegations and stated that the rent was always eventually paid. He stated that he was owed money and that the rent arrears would be paid promptly.

The statement of rent shows that the respondent has frequently fallen into arrears and has often made large payments to bring the account current. The rent account has also occasionally had large credit balances. The tenancy agreement between the parties obligates the tenant to pay monthly rent in advance on the first day of the month. The respondent has frequently been in breach of the obligation to pay rent when it is due.

I find the rent arrears to be \$2850. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. The applicant was agreeable to permitting the tenancy agreement continue to early May, 2004 provided the arrears and May, 2004 rent was paid on or before that date. In my opinion, the request for such an order is reasonable.

An order shall issue requiring the respondent to pay rent arrears in the amount of \$2850 and terminating the tenancy agreement on May 3, 2004 unless the rent arrears (\$2850) and the May, 2004 rent (\$975) are paid in full. Should the tenancy continue, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer