

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **JOE BAILEY**, 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 -

**JOE BAILEY**

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 fifty eight dollars and twenty two cents (\$3058.22).
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 207, 5001 52nd Avenue, Yellowknife, NT shall be terminated on July 30, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for July, 2004 in the total amount of four thousand one hundred thirty three dollars and twenty two cents

(\$4133.22) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of June,  
2004.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTHERN PROPERTY REIT**

Applicant/Landlord

-and-

**JOE BAILEY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 29, 2004

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

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

**Date of Decision:** June 29, 2004

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on June 23, 2004 but failed to appear at the hearing. The hearing was held in his absence.

The address of the rental premises stated on the application is incorrect. The order shall reflect the correct address of the premises.

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 on July 30, 2004 unless the alleged arrears and the July, 2004 rent were paid in full.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3058.22. The rent statement also indicates that the rent for the premises is \$1075/month.

The applicant testified that the tenant had entered into an agreement on May 13, 2004 to pay the arrears through scheduled payments. The applicant provided a copy of the agreement which would see the account current by July 2, 2004. The applicant stated that they would be satisfied if the account was current by July 30, 2004 but would like the tenancy agreement terminated if the account was still in arrears on that date.

I find the respondent in breach of his obligation to pay rent and find the current arrears to be \$3058.22. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent account is current by July 30, 2004. An order shall issue requiring the respondent to pay the applicant rent arrears of \$3058.22 and terminating the tenancy agreement on July 30, 2004 unless the rent arrears (\$3058.22) and the July, 2004 rent (\$1075.00) are both paid in full.

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Hal Logsdon  
Rental Officer