

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and
MIRIAM LENNIE, 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 -

MIRIAM LENNIE

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 five thousand six hundred eighty two dollars (\$5682.00).
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, 492 Range Lake Road, Yellowknife, NT shall be terminated on October 28, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

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

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY REIT

Applicant/Landlord

-and-

MIRIAM LENNIE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 14, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant

Date of Decision: October 14, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on October 3, 2004 but failed to appear at the hearing. The hearing was held in her absence.

The applicant noted that the respondent's first and last names had been transposed on the application. The respondent's correct name shall appear on the order.

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 termination of the tenancy agreement.

The applicant stated that when the building was purchased by Northern Property REIT in March, 2004 the respondent was residing in the premises but there was no written tenancy agreement between the respondent and the former landlord. The applicant did collect rent from the respondent and permitted her to continue her possession of the premises.

The applicant provided a copy of the rent statement in evidence which indicated a balance of rent owing in the amount of \$5682. None of the alleged rent owing accrued prior to April 1, 2004.

In my opinion, the tenancy agreement is verbal or implied. I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$5682. In my

opinion, there are sufficient grounds to terminate the tenancy agreement unless these arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5682 and terminating the tenancy agreement on October 28, 2004 unless those arrears are paid in full.

Hal Logsdon
Rental Officer