

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **BOYD CHAPMAN**, 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 -

BOYD CHAPMAN

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 one thousand one hundred seventy dollars (\$1170.00).
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 102, 490 Range Lake Road, Yellowknife, NT shall be terminated on December 31, 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 16th day of December, 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");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

NORTHERN PROPERTY REIT

Applicant/Landlord

-and-

BOYD CHAPMAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 16, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant

Date of Decision: December 16, 2004

REASONS FOR DECISION

The application was filed against Boyde Chapman and Decoste Chapman on September 20, 2004. The tenancy agreement is made between the applicant and Boyd Chapman as sole tenant. The style of cause of this order has been amended to reflect the legal tenant and the correct spelling of his name.

The respondent was served with a Notice of Attendance on December 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 rent and sought an order requiring the respondent to pay the alleged rent arrears and termination of the tenancy agreement. The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1170.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1170. 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 respondent to pay the applicant rent arrears in the amount of \$1170 and terminating the tenancy agreement between the parties on December 31, 2004 unless those arrears are paid in full.

Hal Logsdon
Rental Officer