

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **CHARLES BRITTNEL**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

CHARLES BRITTNEL

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 seven hundred twenty eight dollars and sixty cents (\$3728.60).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 5438 52nd Street, Yellowknife, NT shall be terminated on October 29, 2004 and the respondent shall vacate the premises on that date.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **CHARLES BRITTNEL**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

CHARLES BRITTNEL

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
Charles Brittnel, respondent
Caleb Behrens, witness for the respondent

Date of Decision: October 14, 2004

REASONS FOR DECISION

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.

The applicant provided a copy of the rent statement in evidence which indicated a balance of rent owing in the amount of \$3728.60. The applicant stated that he was not currently residing in the premises but his nephew and his daughter continued to occupy the apartment. The respondent had not given notice to terminate the tenancy agreement or sought the landlord's permission to assign the tenancy agreement to his nephew. The applicant stated that they had added the nephew's name to the tenancy agreement as a "roommate" but did not consider him a tenant. The tenancy agreement entered in evidence by the applicant named the respondent as sole tenant.

The respondent did not dispute the allegations. The respondent sought assurances from the applicant that the landlord would enter into a tenancy agreement with his nephew if the tenancy agreement was terminated by order or notice, or that the landlord would consent to an assignment of the agreement to his nephew. The applicant was unable to provide any assurance but stated they would consider an application from his nephew or a request to assign the agreement. After a short recess to discuss the matter with his nephew, the parties mutually consented to an order requiring the respondent to pay rent arrears of \$3728.60 and terminating the tenancy agreement on October 29, 2004. In my opinion, such an order is reasonable. That order shall issue.

Hal Logsdon
Rental Officer