

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **DAN VERMEULEN**, 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 -

**DAN VERMEULEN**

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 six thousand seven hundred dollars (\$6700.00).
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 5446 - 52 Street, 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 17th day of December, 2004.

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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-

**DAN VERMEULEN**

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  
Dan Vermeulen, respondent

**Date of Decision:** December 16, 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 statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$6700.

The respondent did not dispute the allegations.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$6700.

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 \$6700 and terminating the tenancy agreement between the parties on December 31, 2004 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer