

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **BRENDA MACDONALD AND AARON MACDONALD**, Respondents;

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 -

BRENDA MACDONALD AND AARON MACDONALD

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of five thousand two hundred dollars (\$5200.00).
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 5415 - 52nd Street, Yellowknife, NT shall be terminated on March 31, 2005 and the respondents 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 21st day of March, 2005.

Hal Logsdon
Rental Officer

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-and-

BRENDA MACDONALD AND AARON MACDONALD

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 21, 2005
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Krista Cooper, representing the applicant
<u>Date of Decision:</u>	March 21, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance on March 8, 2005 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$4880. The applicant testified that no payments of rent had been received since the tenancy commenced in December, 2004 and that the entry of a credit for \$320 was, in fact, a portion of the security deposit which was incorrectly entered as a payment. The correct balance of rent owing should be \$5200.

I find the respondents in breach of their obligation to pay rent and find the balance of rent owing to be \$5200. 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 respondents to pay the applicant rent arrears in the amount of \$5200 and terminating the tenancy agreement on March 31, 2005 unless those arrears are paid in full.

Hal Logsdon
Rental Officer