

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **SOLEDAD BOADO**, 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 -

**SOLEDAD BOADO**

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 two hundred seventy five dollars (\$3275.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 410, 97 Niven Drive, Yellowknife, NT shall be terminated on April 15, 2005 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 5th day of April, 2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

-and-

**SOLEDAD BOADO**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>April 5, 2005</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Lucy Gillard, representing the applicant Soledad Boado, respondent</b>
<b><u>Date of Decision:</u></b>	<b>April 5, 2005</b>

**REASONS FOR DECISION**

The hearing was originally set for March 21, 2005 but was adjourned, with the consent of both parties, to April 5, 2005. The applicant alleged that the respondent has 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 \$3275.00. The respondent did not dispute the allegations and stated that she would be able to pay the rent arrears promptly.

The applicant was previously ordered to pay future rent on time. I find the respondent in breach of the tenancy agreement and the previous order. I find the rent arrears to be \$3275.00. 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 \$3275.00 and terminating the tenancy agreement on April 15, 2005 unless the arrears are paid in full.

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Hal Logsdon  
Rental Officer