

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DENISE POIRIER**, 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 -

DENISE POIRIER

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 five hundred eighty five dollars (\$585.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of May, 2005.

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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

DENISE POIRIER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 26, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant
Colin Mackay, representing the respondent

Date of Decision: April 26, 2005

REASONS FOR DECISION

The applicant alleged that the respondent had failed to pay the rent for February, 2005 and sought an order requiring the respondent to pay the alleged rent arrears. The applicant testified that the cheque for the rent had failed to clear the bank and submitted a statement from the bank and a copy of the cheque in evidence. The applicant also alleged that the respondent had broken a window in the premises and sought compensation for the repair costs in the amount of \$329.46.

The respondent's representative did not dispute the rent arrears but was unprepared to speak to the repairs costs, noting that they did not form part of the application.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$585. I shall not consider the repair costs as they did not form part of the application.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$585 and to pay future rent on time.

Hal Logsdon
Rental Officer