

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **RICHARD CHARLO**, 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 -

RICHARD CHARLO

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. 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 28th day of April, 2005.

Hal Logsdon
Rental Officer

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NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

RICHARD CHARLO

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

Date of Decision: April 26, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered mail sent to the rental premises but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had failed to pay a balance owing from a tenancy agreement which was terminated in February, 2001. The applicant provided a copy of the security deposit statement and sought an order requiring the respondent to pay the outstanding balance and termination of the current tenancy agreement between the parties.

Section 68 of the *Residential Tenancies Act* requires that an application be filed in a timely manner.

68.(1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.

Although a rental officer may extend this time period, the applicant was unsure of the balance currently owing and offered no reasons why an extension should be granted. Accordingly, the request for an order requiring the respondent to pay any balance associated with this former tenancy agreement is denied.

The remedy of termination must be based on a breach of the current tenancy agreement, not a former one. The current tenancy agreement commenced on March 1, 2005. The applicant

provided a copy of the rent statement which indicated a credit balance of \$100. The statement indicates that the rent was not paid on time in March or in April. In my opinion, considering the current balance, there are not sufficient grounds to terminate the tenancy agreement. I find the respondent in breach of his obligation to pay rent on the days it is due. An order shall issue requiring the respondent to pay future rent on time.

Hal Logsdon
Rental Officer