

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DON ANTOINE AND ELIZABETH KAYAKSAK**, 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 -

**DON ANTOINE AND ELIZABETH KAYAKSAK**

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 six hundred dollars (\$600.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of May, 2005.

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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 REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

-and-

**DON ANTOINE AND ELIZABETH KAYAKSAK**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>May 12, 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 Don Antoine, respondent</b>
<b><u>Date of Decision:</u></b>	<b>May 12, 2005</b>

**REASONS FOR DECISION**

The style of cause of the order has been amended to reflect the spelling of the tenant's names as shown on the tenancy agreement.

The applicant alleged that the respondents breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and to pay future rent on time. The applicant withdrew the request for an order terminating the tenancy agreement.

The applicant provided a copy of the rent statement in evidence which indicated a balance of rent in the amount of \$600.

The respondent did not dispute the allegations.

I find the statement in order. I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$600. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$600 and to pay future rent on time.

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Hal Logsdon  
Rental Officer