

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LEONARD ROBERTS**, 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 -

**LEONARD ROBERTS**

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 one thousand dollars (\$1000.00).
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 Apartment 306, 490 Range Lake Road, Yellowknife, NT, shall be terminated on May 31, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

3. 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 14th day of May, 2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**LEONARD ROBERTS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 13, 2005

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Lucy Gillard, representing the applicant

**Date of Decision:** May 13, 2005

**REASONS FOR DECISION**

The applicant was served with a Notice of Attendance by registered mail sent to the rental premises. The applicant testified that the respondent was still in possession of the rental premises and that mail was delivered to the premises. Section 71 of the *Residential Tenancies Act* sets out the requirements for service by registered mail.

**71. (1) Subject to subsection (3), any notice, process or document to be served by or on a landlord, a tenant or the rental officer may be served by personal delivery or by registered mail to the landlord at the address given in the tenancy agreement or mailed to the tenant at the address of the rental premises and to the rental officer at the address of the office of the rental officer.**

**(2) A notice, process or document sent by registered mail shall be deemed to have been served on the 7th day after the date of mailing.**

The respondent failed to appear at the hearing and the hearing was held in his absence.

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

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1000. The monthly rent for the premises is \$1025.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1000. 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 \$1000 and terminating the tenancy agreement on May 31, 2005 unless the arrears are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer