

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

RICHARD CHARLO AND LEANNE TAKAZO

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 sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as #101, 1000 Gitzel Street, Yellowknife, NT shall be terminated on June 30, 2005 and the respondents shall vacate the premises on that date, unless the rent arrears and balance of the required security deposit in the total amount of six hundred fifty dollars (\$650.00) is paid in full.

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

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

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-and-

RICHARD CHARLO AND LEANNE TAKAZO

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 14, 2005
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Lucy Gillard, representing the applicant
<u>Date of Decision:</u>	June 14, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises. The applicant testified that the respondents were still in possession of the premises. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay the balance of the required security deposit. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement. A previous order was issued (File #10-8378, filed on May 4, 2005) requiring the respondent to pay future rent on time.

The applicant provided a statement of the rent in evidence which indicated a balance of rent owing in the amount of \$600 and testified that the respondents had failed to pay the remaining \$50 balance of the required security deposit.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$600. The tenancy agreement commenced on March 1, 2005 making the full amount of the security deposit due. I find the remaining amount of the deposit due to the landlord to be \$50.

The applicant noted that the respondent is also in breach of the previous order to pay rent on time

and I must agree. However, I also recognize that the applicant holds a security deposit well in excess of the arrears. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears and remaining balance of the security deposit are promptly paid. Given the small amount due compared to the deposit held, the respondents should be given an opportunity to pay the amount and continue the tenancy. However, persistent late payment of rent is a breach of the tenancy agreement and the Act, and the landlord is entitled to the remedy of termination should the practice continue in the future.

An order shall issue requiring the respondents to pay rent arrears in the amount of \$600 and terminating the tenancy agreement on June 30, 2005 unless the arrears and the remainder of the required security deposit in the total amount of \$650 is paid in full.

Hal Logsdon
Rental Officer