

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **PETER MCKEOUGH**, 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 -

PETER MCKEOUGH

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 twenty dollars (\$1020.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Apartment 209, 490 Range Lake Road, Yellowknife, NT shall be terminated on July 22, 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 8th day of July, 2005.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

PETER MCKEOUGH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 7, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant

Date of Decision: July 7, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement. The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1020. The monthly rent for the premises is \$995. The applicant stated that the respondent had provided post-dated cheques which would pay the arrears by July 22, 2005 provided the cheques cleared the bank. The applicant stated that the respondent had provided a number of cheques in the past which failed to clear the bank due to insufficient funds.

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 \$1020. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. Since the respondent has provided post-dated cheques to address the arrears by July 22, 2005 that date seems reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1020 and terminating the tenancy agreement on July 22, 2005 unless the arrears are paid in full.

The respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer