

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LISE WILSON AND DON WILSON**, 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 -

LISE WILSON AND DON WILSON

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 two thousand three hundred dollars (\$2300.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 211, 600 Gitzel Street, Yellowknife, NT shall be terminated on August 31, 2005 and the respondents 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 respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of August, 2005.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

LISE WILSON AND DON WILSON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 2, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant
Lise Wilson, respondent

Date of Decision: August 2, 2005

REASONS FOR DECISION

The respondent noted a spelling error on the application and stated that the name of the joint tenant was Don Wilson. The style of cause of the order shall be changed to reflect the correct spelling of his name.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were paid in full by August 31, 2005. The applicant also sought an order requiring the respondents to pay future rent on time.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2300. The tenancy agreement between the parties obligates the tenant to pay the monthly rent in advance.

The respondent did not dispute the allegations and stated that they would be able to pay the rent arrears by August 31, 2005.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$2300. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid by August 31, 2005. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2300 and terminating the tenancy agreement on

August 31, 2005 unless the arrears are paid in full. The respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer