

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **STEPHAN BURNETT**, 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 -

**STEPHAN BURNETT**

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 eight hundred fifty three dollars and fifty cents (\$1853.50).
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 309, 4905 - 54th Street, Yellowknife, NT shall be terminated on August 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 3rd day of August, 2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **STEPHAN BURNETT**, 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.

BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

-and-

**STEPHAN BURNETT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 2, 2005

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

**Appearances at Hearing:** Krista Cooper, representing the applicant

**Date of Decision:** August 2, 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 unless the arrears were paid in full by August 31, 2005. The applicant also sought an order requiring the respondent 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 \$1853.50. The tenancy agreement between the parties obligates the tenant to pay the monthly rent in advance.

I find the statement in order and I find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1853.50. 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 respondent to pay the applicant rent arrears in the amount of \$1853.50 and terminating the tenancy agreement on August 31, 2005 unless the arrears are paid in full. The respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer