

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LACEY MIERSCH**, 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 -

LACEY MIERSCH

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 hundred eight dollars and thirty three cents (\$108.33).
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 304, 1000 Gitzel 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 24th day of August, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LACEY MIERSCH**, 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-

LACEY MIERSCH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 23, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant
Sharon Hysert, representing the applicant

Date of Decision: August 23, 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 her 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 served a notice of early termination on the respondent seeking vacant possession of the premises on July 22, 2005 unless the rent arrears were paid in full.

The applicant testified that since the application was filed, the respondent had paid the remainder of the security deposit and all but \$108.33 of the alleged rent arrears. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$108.33.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. The written tenancy agreement between the parties obligates the tenant to pay the monthly rent in advance. Although the amount remaining owing is small, in my opinion, the landlord has a right to termination unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$108.33. The tenancy agreement between the parties shall be terminated on August 31, 2005 unless the rent arrears are paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer