

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DEBBIE RUSSELL**, 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 -

DEBBIE RUSSELL

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 two thousand three hundred forty four dollars and ninety eight cents (\$2344.98).
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 7, 5023 48th Street, Yellowknife, NT shall be terminated on August 31, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears and the balance of the required security deposit in the total amount of two thousand seven hundred seventy five dollars and sixty three cents (\$2775.63) is 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 **DEBBIE RUSSELL**, 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-

DEBBIE RUSSELL

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 by failing to pay the required security deposit. The applicant 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.

The applicant provided a statement of the rent which indicated a balance of rent owing in the amount of \$2344.98. The applicant noted that of that amount, \$194.98 represented electrical costs which were paid on behalf of the respondent because the respondent had not changed the electrical account to her name. The applicant testified that the respondent had provided only \$619.35 of the required security deposit, leaving a balance owing in the amount of \$430.65. The written tenancy agreement between the parties commenced on March 1, 2005.

I find the statement in order and find the respondent in breach of her obligation to pay rent. The electrical charges are also included in the rent arrears as they are now owing to the landlord. I find the rent arrears to be \$2344.98. As the respondent has been in possession of the premises for

more than three months, the balance of the security deposit is overdue. I find the balance of the deposit owing to be \$430.65. The respondent is more than two months in arrears. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears and security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2344.98 and terminating the tenancy agreement on August 31, 2005 unless the rent arrears and the remainder of the security deposit in the total amount of \$2775.63 is paid in full. Should the tenancy continue, the respondent is order to pay future rent on time.

Hal Logsdon
Rental Officer