

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

DON ANTOINE

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 nine hundred dollars (\$900.00).
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 #318, 490 Range Lake Road, Yellowknife, NT shall be terminated on November 15, 2005 and the respondent shall

vacate the premises on that date, unless the rent arrears and the rent for November, 2005 in the total amount of two thousand one hundred dollars (\$2100.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of October, 2005.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

DON ANTOINE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 11, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant
Don Antoine, respondent

Date of Decision: October 11, 2005

REASONS FOR DECISION

The respondent stated that the legal name of the landlord was incorrectly stated on the application and asked that the order reflect the proper name. The style of cause of the order shall reflect the legal name of the landlord.

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 in evidence which indicated a balance of rent owing in the amount of \$900.00. The applicant stated that the respondent had previously agreed to pay all rent arrears by August 31, 2005 but had failed to do so. She noted that the arrears had been reduced from \$2400.00 to \$900.00 since the agreement was made.

The respondent did not dispute the allegations and asked for time to pay the remaining balance.

I note that the respondent is currently receiving assistance from the Income Support Program and that the applicant holds a security deposit of \$1170.00. Given those facts, I think it is reasonable to permit the respondent until November 15, 2005 to pay the rent arrears. .

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$900.00. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$900.00 and terminating the tenancy agreement on November 15, 2005 unless those arrears and the November, 2005 rent totalling \$2100.00 is paid in full.

Hal Logsdon
Rental Officer