

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **KELSIE DMYTRIW**, 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 -

**KELSIE DMYTRIW**

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 five hundred sixty eight dollars and eighty six cents (\$1568.86).
2. 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 18th day of April, 2006.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **KELSIE DMYTRIW**, 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-

**KELSIE DMYTRIW**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 11, 2006

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

**Appearances at Hearing:** Krista Cooper, representing the applicant  
Kelsie Dmytriw, respondent

**Date of Decision:** April 11, 2006

**REASONS FOR DECISION**

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 between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1568.86.

The respondent did not dispute the arrears and stated that she had located a room mate who was able to assist her with the monthly rent. The applicant agreed to withdraw the request for termination of the tenancy agreement provided the respondent made suitable arrangements to pay the arrears and paid future rent on time. The parties agreed to arrange terms of repayment between themselves.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1568.86. An order shall issue requiring the respondent to pay that amount and to pay future rent on time.

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Hal Logsdon  
Rental Officer