

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MARLEE CURRIE**, 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 -

MARLEE CURRIE

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 six thousand two hundred twenty five dollars and five cents (\$6225.05).
2. Pursuant to sections 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 5461 52 Street, Yellowknife, NT shall be terminated on December 29, 2006 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of December, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MARLEE CURRIE**, 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-

MARLEE CURRIE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 13, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rosetta Morales, representing the applicant
Krista Cooper, representing the applicant

Date of Decision: December 13, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent to the rental premises by registered mail. 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 full amount of 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 provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$6225.05. The statement also indicated that only \$975 of the required \$1300 security deposit had been paid, leaving a balance owing in the amount of \$325. The tenancy agreement commenced on January 1, 2005. The payment of the balance of the security deposit is therefore overdue.

A previous order (File#10-8481, filed on June 27, 2005) ordered the respondent to pay future rent on time. The tenancy agreement obligates the tenant to pay the monthly rent in advance. Since the previous order was issued the monthly rent has been repeatedly paid late. The statement indicates that no rent payments have been received since September 5, 2006 and the account is now well over four months in arrears. The balance of the security deposit was due April 1, 2005

and remains outstanding. It appears that the respondent has little intention of paying the outstanding amounts or complying with her obligation to pay rent on the days it is due.

I find the statement in order and find the respondent in breach of her obligation to pay rent and her obligation to provide the landlord with the required security deposit. I find the rent arrears to be \$6225.05. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$6225.05 and terminating the tenancy agreement on December 29, 2006.

Hal Logsdon
Rental Officer