

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **KAREN KUPTANA KOBLOGINA**, 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 **INUVIK, NT**.

BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

- and -

**KAREN KUPTANA KOBLOGINA**

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 four thousand two hundred dollars (\$4200.00).
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 219, Lakeview Manor Apartments, 20 Bootlake Road, Inuvik, NT shall be terminated on June 16, 2006 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 6th day of June, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

-and-

**KAREN KUPTANA KOBLOGINA**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 6, 2006</b>
<b><u>Place of the Hearing:</u></b>	<b>Inuvik, NT via telaconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Jason Kucharski, representing the applicant Karen Kuptana Koblogina, respondent</b>
<b><u>Date of Decision:</u></b>	<b>June 6, 2006</b>

**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.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3175. The applicant testified that since that date, the June rent of \$1725 had come due, a penalty for late payment of \$75 had been applied and two payments totalling \$700 had been made bringing the balance owing to \$4275.

The respondent did not dispute the allegations and stated that she had applied for assistance to help pay for the rent.

The applicant stated that they would be willing to permit the tenancy to continue provided the rent was promptly paid.

I find the respondent in breach of her obligation to pay rent. The \$75 penalty applied by the applicant for late rent is prohibited pursuant to section 13 of the *Residential Tenancies Act*. I draw the applicant's attention to section 41 of the Act which permits penalties based on a prescribed interest rate to be applied. Deducting the prohibited amount of interest, I find the rent arrears to be \$4200. 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 \$4200 and terminating the tenancy agreement on June 16, 2006 unless those rent arrears are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer