

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **TERRI HANSEN**, 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 -

**TERRI HANSEN**

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 five thousand two hundred fifty dollars (\$5250.00).
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 Unit 171, 171 Gwich'in Road, Inuvik, NT shall be terminated on June 30, 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 22nd day of June, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**TERRI HANSEN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 22, 2006

**Place of the Hearing:** Inuvik, NT via teleconference

**Appearances at Hearing:** Jason Kucharski, representing the applicant

**Date of Decision:** June 22, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by registered mail which was confirmed delivered. 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 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 \$5325. The statement indicates that no rent has been paid by the respondent since March 13, 2006. The applicant served a notice of early termination on the respondent on May 8, 2006 demanding payment or vacant possession in ten days from the date of the notice. The applicant stated that the respondent remains in possession of the premises.

I find the rent statement in order except for the \$75 late payment penalty charged on May 9, 2006. Section 13 of the *Residential Tenancies Act* prohibits such penalties.

- 13. No tenancy agreement shall contain any provision to the effect that a breach of the tenant's obligation under the tenancy agreement or this Act results in the whole or any part of the remaining rent becoming due and payable or results in a specific sum becoming due and payable, and a provision of this kind is of no effect.**

Section 41(3) of the Act sets out the permitted penalty for late rent. The \$75 late rent fee is denied.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$5250. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5250 and terminating the tenancy agreement on June 30, 2006 unless the rent arrears are paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer