

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **WILMA BERNHARDT**, 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 -

**WILMA BERNHARDT**

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 two thousand three hundred seventy five dollars and twenty eight cents (\$2375.28).
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 11, 20 Tunnunuk Road, Inuvik, NT, shall be terminated on September 6, 2006 and the respondent shall vacate the premises on that date unless the rent arrears and the September, 2006 rent in the total amount of three thousand three hundred thirty five dollars and twenty eight cents (\$3335.28) is 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 24th day of August, 2006.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **WILMA BERNHARDT**, 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-

**WILMA BERNHARDT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 23, 2006

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

**Appearances at Hearing:** Darrin Holmes, representing the applicant

**Date of Decision:** August 23, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and 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. The applicant provided a statement of the rent account in evidence which indicated a handwritten balance of rent owing in the amount of \$2395.28. The applicant testified that the last balance indicated on the statement was the result of a recent payment of \$500. The monthly rent for the premises is \$960.

There appears to be an arithmetic error on the rent statement. If a recent payment of \$500 was received, as indicated by the applicant's testimony, the balance owing should be \$2375.28.

Balance as at August 1/06 (last typewritten balance on statement)	\$2875.28
Less recent payment	<u>(500.00)</u>
Balance owing	\$2375.28

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2375.28. The applicant indicated that he would be satisfied to continue the tenancy agreement provided the rent arrears were promptly paid. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2375.28 and terminating the tenancy agreement on September 6, 2006 unless those arrears and the September, 2006 rent in the total amount of \$3335.28 is paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

---

Hal Logsdon  
Rental Officer