

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **GREG MCWHIRTER AND ROSIE MCWHIRTER**, Respondents;

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 -

GREG MCWHIRTER AND ROSIE MCWHIRTER

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand four hundred eighty nine dollars (\$2489.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 205, 7 Council Crescent, Inuvik, NT shall be terminated on August 31, 2006 and the respondents shall vacate the premises on that date.

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 **GREG MCWHIRTER AND ROSIE MCWHIRTER**, Respondents.

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-

GREG MCWHIRTER AND ROSIE MCWHIRTER

Respondents/Tenants

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 respondents were served with Notices of Attendance sent by registered mail to the address shown on the tenancy agreement. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant stated that the respondents vacated the premises but permitted another person to stay in the premises. There was no evidence to indicate that the respondents had sought permission from the landlord to sublet or assign the premises to another party. The applicant alleged that the full amount of rent had not been paid and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a statement of the rent which indicated a balance of rent owing in the amount of \$2489. This amount represented the full amount of the August, 2006 rent, a portion of the July, 2006 rent and a charge for a returned cheque.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2489. It appears that the respondents do not intend to return to the premises. Without the approval of the landlord to assign the tenancy agreement to another party, the current occupant has no legal right to occupy the premises. In my opinion, an order terminating the tenancy and requiring the respondents to provide vacant possession of the premises to the applicant is reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2489 and terminating the tenancy agreement on August 31, 2006.

Hal Logsdon
Rental Officer