

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **ALBERT BRODHURST**, 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 -

ALBERT BRODHURST

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 one thousand four hundred dollars (\$1400.00).
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 308, 60 Bompas Street, 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 rent for September, 2006 in the total amount of two thousand six hundred dollars (\$2600.00) is paid in full.

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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 25th day of August, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **ALBERT BRODHURST**, 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-

ALBERT BRODHURST

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 personally served with a Notice of Attendance on August 15, 2006 but failed to appear at the hearing. The hearing was held in his absence.

The applicant stated that the correct address of the rental premises was Apartment 308, 60 Bompas Road.

The applicant alleged that the respondent breached the tenancy agreement by failing to pay the full amount of rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1400. The monthly rent for the premises is \$1200.

I find the statement in order and find the rent arrears to be \$1400. 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 \$1400 and terminating the tenancy agreement on September 6, 2006 unless the rent arrears and the September, 2006 rent in the total amount of \$2600 is paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer