

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **KATHY MOORE**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

- and -

**KATHY MOORE**

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 six hundred ten dollars (\$610.00).
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 5433 52<sup>nd</sup> Street, Yellowknife, NT, shall be terminated on September 10, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears, rent for September, 2007 and the outstanding security deposit in the total amount of two thousand five hundred seventy five dollars (\$2575.00) 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 23rd day of August, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

-and-

**KATHY MOORE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 22, 2007

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

**Appearances at Hearing:** Julia O'Brien, representing the applicant

**Date of Decision:** August 22, 2007

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises and confirmed delivered. Immediately prior to the hearing, the respondent contacted the rental office by phone stating that she could not attend the hearing due to illness. The respondent agreed to attend by telephone at 1:45 PM and provided a telephone number where she could be contacted. Attempts to contact the respondent by telephone at 1:45 PM and again at 2:00 PM were unsuccessful 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 by failing to pay the balance of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged arrears and terminating the tenancy agreement unless the rent arrears and outstanding security deposit were promptly paid.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$610 and a balance of security deposit owing in the amount of \$655. The tenancy agreement between the parties commenced on February 1, 2007, making the full amount of the security deposit due and payable. The monthly rent for the premises is \$1310.

I find the statement in order and find the respondent in breach of her obligations to pay rent and to pay the required security deposit. I find the rent arrears to be \$610 and the outstanding security deposit balance to be \$655. In my opinion, there are sufficient grounds to terminate the tenancy

agreement on September 10, 2007 unless the rent arrears, outstanding security deposit and the September, 2007 rent are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$610 and terminating the tenancy agreement on September 10, 2007 unless the rent arrears, balance of the security deposit and the September, 2007 rent in the total amount of \$2575 are paid in full. Should the tenancy continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer