

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DENISE JEROME**, 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 -

**DENISE JEROME**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand one hundred fifty eight dollars and eleven cents (\$3158.11). The rent arrears shall be paid in the following manner:
  - a) One payment of one thousand five hundred dollars (\$1500.00) on December 31, 2007.
  - b) One payment of one thousand dollars (\$1000.00) on January 15, 2008.
  - c) One payment of six hundred fifty eight dollars and eleven cents (\$658.11) on January 31, 2008.

2. 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 20th day of December, 2007.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DENISE JEROME**, 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-

**DENISE JEROME**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 18, 2007

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

**Appearances at Hearing:** Krista Cooper, representing the applicant  
Mira Hall, representing the respondent

**Date of Decision:** December 20, 2007

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties.

The applicant provided a statement of account which indicated a balance owing in the amount of \$6579.91. Included in that amount were repair costs (including GST) of \$1621.80 and the January, 2008 rent in the amount of \$1800.

The respondent's representative disputed the door repairs stating that the door was not damaged by the tenant or any person she permitted on the premises. The respondent's representative stated that the door was damaged by a person trying to gain entry to the premises without the permission of the respondent. She stated that the intruder was charged by the police and an emergency protection order issued.

The respondent's proposal for the payment of the rent arrears was provided to the applicant and filed with the Rental Officer prior to the hearing. The applicant accepted the proposal rather than seek termination of the tenancy agreement.

Section 42 of the *Residential Tenancies Act* sets out a tenant's obligation to repair damages to

the premises.

**42.(1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.**

The evidence does not support that the damage to the door was caused by the tenant or persons she permitted on the premises. The request for repair cost is denied.

In the matter of the rent arrears, I note that the January, 2008 rent has been charged when it is not yet due. I find the rent arrears to be \$3158.11 calculated as follows:

Balance as per statement	\$6579.91
less January/08 rent	(1800.00)
less Door repair	(1530.00)
less GST on repair	<u>(91.80)</u>
Balance owing	\$3158.11

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$3158.11. Applying the agreed upon payment plan, an order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3158.11 according to the following schedule:

- a) One payment of \$1500.00 on December 31, 2007.
- b) One payment of \$1000.00 on January 15, 2008.
- c) One payment of \$658.11 on January 31, 2008.

The respondent shall also be ordered to pay the monthly rent on time in the future.

Should the respondent fail to pay the rent arrears in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full payment of any

outstanding balance and termination of the tenancy agreement.

---

Hal Logsdon  
Rental Officer