

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DION OUELLETTE**, 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 -

**DION OUELLETTE**

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 five hundred sixty dollars (\$2560.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remaining balance of the required security deposit in the amount of four hundred twenty dollars (\$420.00).
3. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent shall pay the rent arrears and the outstanding balance of the security deposit in accordance with the

following schedule:

- a) One payment of one thousand dollars (\$1000.00) due no later than November 16, 2007.
- b) One payment of one thousand dollars (\$1000.00) due no later than November 30, 2007.
- c) One payment of nine hundred eighty dollars (\$980.00) due no later than December 14, 2007.

4. 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 21st day of November, 2007.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DION OUELLETTE**, 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-

**DION OUELLETTE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 8, 2007

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

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

**Date of Decision:** November 8, 2007

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the remainder of the required security deposit. The applicant sought an order requiring the respondent to pay the applicant the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2560 and a balance of security deposit owing in the amount of \$420. The written tenancy agreement between the parties commenced on September 11, 2007 and required a security deposit of \$800.

The respondent did not dispute the allegations.

The parties agreed that the tenancy agreement would continue provided the respondent paid the rent arrears and outstanding security deposit in three installments due on November 16, November 30 and December 14, 2007 and paid the monthly rent on time.

I find the statement in order and find the respondent in breach of his obligations to pay rent and to provide the full security deposit in accordance with the tenancy agreement. I find the rent arrears to be \$2560 and the balance of the security deposit to be \$420.

An order shall issue requiring the respondent to pay future rent on time and to pay the rent arrears and security deposit in the following three installments:

- a) One payment of one thousand dollars (\$1000.00) due no later than November 16, 2007.
- b) One payment of one thousand dollars (\$1000.00) due no later than November 30, 2007.
- c) One payment of nine hundred eighty dollars (\$980.00) due no later than December 14, 2007.

Should the respondent fail to pay the rent arrears and security deposit 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 remaining balance and termination of the tenancy agreement.

This decision was made known to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer