

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **BRIAN RABESCA**, 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 -

BRIAN RABESCA

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 four hundred sixty six dollars and sixty seven cents (\$2466.67).
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 1, 5201 - 51 Street, Yellowknife, NT shall be terminated on January 31, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears and the January, 2008 rent in the total amount of three thousand seven hundred sixteen dollars and sixty seven cents (\$3716.67) is 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 19th day of December, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **BRIAN RABESCA**, 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-

BRIAN RABESCA

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
Brian Rabesca, respondent

Date of Decision: December 18, 2007

REASONS FOR DECISION

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

The applicant provided a statement of the rent which indicated a balance of rent owing on the date of the hearing in the amount of \$2466.67.

The respondent stated that he did not think the statement was correct but he could not identify any entries that were in error. The respondent stated that he had all of his receipts at home and forgot to bring them to the hearing. The applicant stated that the respondent had brought receipts to their office and they were unable to identify any payments which were not recorded on their statement.

I note that the respondent was served with a copy of the filed application which included a copy of the rent statement. The information sheet which was served on the respondent with the Notice of Attendance clearly states that all necessary evidence should be brought to the hearing. The respondent had ample time to check his receipts against the rent statement and bring evidence of any discrepancies to the hearing. He has failed to do so and consequently, I have no specific evidence of any error on the rent statement.

Given the evidence before me, I can not find any problem with the applicant's rent statement. I find the statement in order and find the rent arrears to be \$2466.67. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

A order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2466.67 and terminating the tenancy agreement on January 31, 2008 unless the rent arrears and the January, 2008 rent in the total amount of \$3716.67 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing and the respondent was advised that the written order would be served by registered mail sent to the address he provided at the hearing.

Hal Logsdon
Rental Officer