

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **ALEX GREENLAND**, 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 -

**ALEX GREENLAND**

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 four thousand two hundred dollars (\$4200.00).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of May, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

-and-

**ALEX GREENLAND**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 25, 2007

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

**Appearances at Hearing:** Darrin Holmes, representing the applicant  
Alex Greenland, respondent

**Date of Decision:** April 25, 2007

**REASONS FOR DECISION**

The respondent was employed by the applicant until December 6, 2006 when he resigned from his position. As a benefit of employment, the respondent was provided with accommodation at a reduced rent of \$600/month. The monthly rent was to be deducted in two equal installments from the respondent's semi-monthly pay. At the termination of the employment, the respondent gave up possession of the premises.

The applicant testified that of the eight months rent charged for the premises, only two deductions of \$300 each were taken off the respondent's pay, resulting in a balance of unpaid rent of \$4200. The applicant sought an order requiring the respondent to pay the alleged rent arrears of \$4200.

The respondent did not dispute the amount of rent owed but objected to the failure of the applicant to take the rent off his pay as outlined in the employment agreement. The applicant stated that he informed the respondent of the oversight as soon as it became known to him, however it appears the error was not detected until near the end of the respondent's employment.

While I can understand the respondent's aggravation, surely he realized the deductions were not being made. The failure of the applicant to make the deductions does not relieve the respondent from the obligation to pay rent.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$4200.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4200.

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Hal Logsdon  
Rental Officer