

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **CANDICE SMITH**, 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 -

**CANDICE SMITH**

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 eight hundred twenty five dollars (\$2825.00).
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 Apartment 105, 20 Boot Lake Road, Inuvik, NT shall be terminated on August 28, 2007 and the respondent shall vacate the premises on that day, unless the rent arrears 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 7th day of August, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**CANDICE SMITH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 7, 2007

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

**Appearances at Hearing:** Darrin Holmes, representing the applicant

**Date of Decision:** August 7, 2007

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing 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 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 account which indicated a balance of rent owing as at June 4, 2007 in the amount of \$1450. The applicant testified that since that date the July, 2007 rent of \$950 and the August, 2007 rent of \$950 had come due and no payments of rent had been received. That brings the balance owing to \$3350 but the statement includes late fees of \$50 and a security deposit charge of \$475. As I have noted in numerous other matters involving this landlord, the \$25 monthly late fee is not in accordance with the *Residential Tenancies Act*.

Subtracting these amounts from the balance, I find rent arrears in the amount of \$2825.

I find the respondent in breach of her obligation to pay rent and find rent arrears in the amount of \$2825. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2825 and terminating the tenancy agreement on August 28, 2007 unless the arrears are paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer