

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DOREEN TRACEY JULES**, 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:

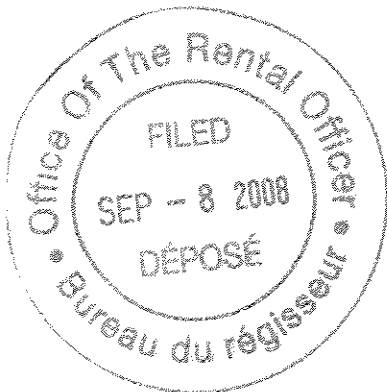
NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

DOREEN TRACEY JULES

Respondent/Tenant

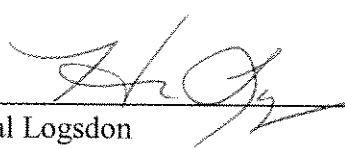


ORDER

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 three thousand one hundred twenty five dollars (\$3125.00).
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 3rd day of September, 2008.



Hal Logsdon
Rental Officer

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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:

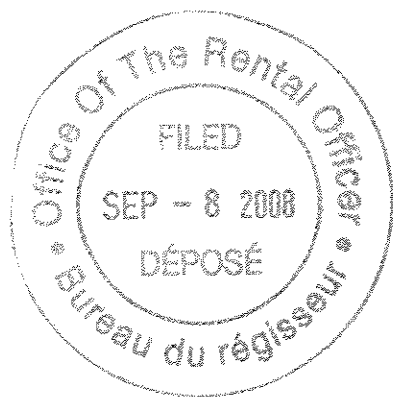
NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

DOREEN TRACEY JULES

Respondent/Tenant



REASONS FOR DECISION

Date of the Hearing: September 2, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Rosetta Morales, representing the applicant

Date of Decision: September 2, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. 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 to pay future rent on time. At the hearing, the applicant requested that the order also terminate the tenancy agreement unless the rent arrears were paid in full.

The applicant provided a statement in evidence that indicated a balance of rent owing in the amount of \$3125. The last payment of rent was made on July 11, 2008. The monthly rent for the premises is \$1575. The applicant stated that the security deposit of \$1550 had been paid in full.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$3125. In my opinion, there would be reasonable grounds to consider an order terminating the tenancy agreement unless the rent arrears were promptly paid except for the fact that the applicant failed to give any indication that they intended to pursue such a remedy until the hearing was held. The application indicates only that the applicant seeks an order to pay rent arrears and to pay future rent on time. No notice of early termination was served on the respondent. It is entirely conceivable that the respondent intended to not dispute the allegations or object to the order requested in the application by not appearing at the hearing. Although a

rental officer may issue orders that are not specifically contained in an application, in this case I do not believe it is appropriate to do so. In my opinion, there should be some indication, either on the application or by serving a notice of early termination, that the landlord intends to seek an order terminating the tenancy agreement. For these reasons I shall not consider the termination of the tenancy agreement at this time.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3125 and to pay future rent on time. The applicant may file another application seeking termination of the tenancy agreement if the rent arrears are not paid in a timely manner.



Hal Logsdon
Rental Officer