

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DEBORAH KLENGENBERG**, 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 -

**DEBORAH KLENGENBERG**

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 hundred forty one dollars (\$441.00).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of December, 2007.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DEBORAH KLENGENBERG**, 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-

**DEBORAH KLENGENBERG**

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  
Deborah Klengenber, 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.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$4869. The applicant stated that since the statement was created the respondent had made a payment of rent in the amount of \$2300. The applicant also noted that the January, 2008 rent of \$1453 had been applied although it had not yet come due. The applicant withdrew their request for termination of the tenancy agreement.

The respondent did not dispute the allegations.

The applicant has included the security deposit debits and payments in the rent statement which has overstated the amount of rent owing by \$675. I find the rent arrears to be \$441, calculated as follows:

Balance as per statement	\$4869
less January/07 rent	(1453)
less December 18/07 pmt.	(2300)
less security deposit debit	<u>(675)</u>
Amount owing applicant	\$441

I find the respondent in breach of her obligation to pay rent. An order shall issue requiring the

respondent to pay the applicant rent arrears in the amount of \$441.

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Hal Logsdon  
Rental Officer