

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **RANDY KOTYLAK**, 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 -

RANDY KOTYLAK

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 six thousand seven hundred forty seven dollars and eighty two cents (\$6747.82).
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 28th day of December, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **RANDY KOTYLAK**, 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-

RANDY KOTYLAK

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
Randy Kotylak, 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 \$7917.82. The applicant noted that the January, 2008 rent of \$1170 had been applied although it had not yet come due bringing the actual balance due to \$6747.82.

The respondent did not dispute the allegations and provided a letter outlining his financial situation and how he intended to pay the outstanding arrears. The applicant withdrew their request to terminate the tenancy agreement.

With the exception of the application of the January, 2008 rent, I find the statement in order. I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$6747.82.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$6747.82 and to pay future rent on time.

Hal Logsdon
Rental Officer