

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **KATHERINE CANDACE MEYER**, 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 -

KATHERINE CANDACE MEYER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) 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) and the outstanding security deposit in the amount of six hundred twenty two dollars and fifty cents (\$622.50) according to the following schedule:
 - a) Seven hundred forty five dollars and fifty cents (\$745.50) to be paid forthwith.
 - b) Five hundred dollars (\$500.00) to be paid on or before February 29, 2008.
 - c) One thousand dollars (\$1000.00) to be paid on or before March 15, 2008.
 - d) One thousand dollars (\$1000.00) to be paid on or before April 15, 2008.
 - e) Five hundred two dollars (\$502.00) to be paid on or before May 15, 2008.

2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of February, 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-

KATHERINE CANDACE MEYER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 7, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant
Katherine Candace Meyer, respondent
Greg Robichaud, witness for the respondent

Date of Decision: February 7, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the balance of the required security deposit. The applicant 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 account in evidence which indicated a balance of rent owing in the amount of \$3125 and a balance of security deposit owing in the amount of \$622.50. The tenancy agreement between the parties commenced on June 1, 2007 and required a security deposit of \$1245.

The respondent did not dispute the allegations and proposed a schedule of payments to pay the arrears. The applicant accepted the proposed schedule of payments and withdrew the request for an order terminating the tenancy agreement in favour of an order requiring the respondent to pay the rent arrears in accordance with the agreed upon schedule and pay future rent on time.

I find the statement in order and find the respondent in breach of her obligation to pay rent and her obligation to provide the remaining balance of the required security deposit. I find the rent arrears to be \$3125 and the outstanding security deposit to be \$622.50.

An order shall issue requiring the respondent to pay the applicant rent arrears and the remaining

balance of the security deposit according to the following schedule:

- a) Seven hundred forty five dollars and fifty cents (\$745.50) to be paid forthwith.
- b) Five hundred dollars (\$500.00) to be paid on or before February 29, 2008.
- c) One thousand dollars (\$1000.00) to be paid on or before March 15, 2008.
- d) One thousand dollars (\$1000.00) to be paid on or before April 15, 2008.
- e) Five hundred two dollars (\$502.00) to be paid on or before May 15, 2008.

The respondent is also ordered to pay the monthly rent on time.

Should the respondent fail to pay the rent arrears in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full payment of any remaining balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer