

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **SHANE FRANCIS**, 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 -

SHANE FRANCIS

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 two dollars and fifty cents (\$402.50).
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 118, 492 Range Lake Road, Yellowknife, NT shall be terminated on May 5, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of four hundred two dollars and fifty cents (\$402.50) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of April, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **SHANE FRANCIS**, 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-

SHANE FRANCIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 9, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant

Date of Decision: April 9, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his 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 unless the alleged rent arrears were paid in full on or before May 5, 2008.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1007.50. The applicant stated that the respondent was an employee and had arranged for semi-monthly payroll deductions to pay for his rent, however there remained arrears of \$402.50 from the period prior to the commencement of the deductions. The applicant calculated the arrears as follows:

Balance as per statement	\$1007.50
less 2nd payment for April to be deducted on April 18/08	<u>(605.00)</u>
Prior arrears	\$402.50

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears not covered by the payroll deductions to be \$402.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue ordering the respondent to pay the applicant rent arrears in the amount of \$402.50 and terminating the tenancy agreement on May 5, 2008 unless the rent arrears, in the amount of \$402.50 are paid in full.

Hal Logsdon
Rental Officer