

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **HOLLY NORRIS**, 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 .

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

HOLLY NORRIS

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 two thousand one hundred fifty dollars (\$2150.00).
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 209, 7 Council Crescent, Inuvik, NT shall be terminated on April 7, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears and the April, 2009 rent in the total amount of four thousand four hundred dollars (\$4400.00) are paid in full.

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3. 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 19th day of March, 2009.

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");

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

HOLLY NORRIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 19, 2009

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lee Smallwood, representing the applicant

Date of Decision: March 19, 2009

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 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 \$2900. The statement included charges of \$1500 for the required security deposit but indicated that only \$750 of the required security deposit had been paid. The applicant stated that he held only \$750 of the required deposit. Therefore the rent arrears are actually \$2150 calculated as follows:

Balance as per statement	\$2900
Less O/S security deposit	(750)
Rent arrears	\$2150

The tenancy agreement commenced on October 1, 2008 making the entire security deposit now due and payable. The monthly rent for the premises is \$1500.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2150.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the outstanding portion of the security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2150 and terminating the tenancy agreement on April 7, 2009 unless the rent arrears, the April 2009 rent and the remainder of the required security deposit in the total amount of \$4400 are paid in full. I calculate that amount as follows:

Rent arrears	\$2150
April rent	1500
Balance of security deposit	<u>750</u>
Total	\$4400

Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer