

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **PAUL CONNOLLY**, 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 -

PAUL CONNOLLY

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 five thousand four hundred forty dollars (\$5440.00). The rent arrears shall be paid in monthly installments of no less than one thousand dollars (\$1000.00), payable no later than the last day of every month until the rent arrears are paid in full. The first payment shall be due on July 31, 2009.
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 8th day of July, 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-

PAUL CONNOLLY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 7, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Paul Connolly, respondent

Date of Decision: July 7, 2009

REASONS FOR DECISION

An interim order (file #10-10823, filed on June 25, 2009) was issued requiring the respondent to pay the applicant \$1240 and terminating the tenancy agreement on June 30, 2009 unless that amount was paid by that date. The issue of how the remaining arrears were to be paid was adjourned to July 7, 2009 and the respondent directed to propose a payment plan at that time.

The applicant stated that the interim order had been satisfied and the tenancy continued. The applicant provided a statement which indicated rent owing in the amount of \$5440.

The respondent did not dispute the balance of arrears owing and stated that his expected employment had not materialized but he was actively searching for a job. He stated that he was still unable to propose a payment plan for the rent arrears but could pay the monthly rent.

In my opinion, the applicant is entitled to some remedy regarding the rent arrears. The applicant appears willing to consider a repayment plan but it is not reasonable to expect them to carry the balance of the arrears indefinitely. The respondent appears to be diligently pursuing employment but would be well advised to seek some form of social assistance to help him during this period of financial difficulty. In my opinion it is reasonable to expect the respondent to pay the monthly rent and an additional \$1000 each month until the arrears are paid in full.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$5440.

An order shall issue requiring the respondent to pay the applicant the rent arrears in monthly installments of no less than \$1000 until the rent arrears are paid in full and to pay the monthly rent on time. The first payment of arrears shall be due on July 31, 2009 and thereafter payable no later than the last day of every month.

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

Hal Logsdon
Rental Officer