

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and
JONATHAN PROUTY, 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 REIT

Applicant/Landlord

- and -

JONATHAN PROUTY

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 one thousand eight hundred seventy seven dollars and fifty cents (\$1877.50).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Apartment 102, 5202 49th Street, Yellowknife, NT shall be terminated on September 30, 2002 and the respondent shall vacate the rental premises on that date, unless the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, should the tenancy continue, the respondent shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of September, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY REIT

Applicant/Landlord

-and-

JONATHAN PROUTY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 10, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant

Date of Decision: September 10, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on August 27, 2002 but failed to appear at the hearing. 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 arrears and terminating the tenancy agreement between the parties. The applicant provided a copy of the rent statement which indicated a balance of rent owing in the amount of \$1877.50. The applicant testified that the respondent had agreed to make specific payments to retire the debt but had failed to make the agreed upon payments. The applicant provided a copy of the payment agreement.

I find the statement in order and find the rent arrears to be \$1877.50. In my opinion there are sufficient grounds to terminate the tenancy agreement between the parties unless these arrears are promptly paid.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$1877.50 and terminating the tenancy agreement on September 30, 2002 unless the arrears are paid in full.

Hal Logsdon
Rental Officer