

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and  
**DANNICK PLANTE**, 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 -

**DANNICK PLANTE**

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 5412 52nd Street, Yellowknife, NT shall be terminated on July 31, 2003 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of July,  
2003.

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Hal Logsdon  
Rental Officer

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

Applicant/Landlord

-and-

**DANNICK PLANTE**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 8, 2003</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Lucy Gillard, representing the applicant Dannick Plante, respondent Jean Plante, interpreter</b>
<b><u>Date of Decision:</u></b>	<b>July 8, 2003</b>

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of 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 which indicated a balance of rent owing in the amount of \$2150.

The respondent did not dispute the allegations. He indicated he was having difficulties collecting accounts due to his business but would be able to pay the full amount of the arrears by the end of the month.

The applicant indicated that they would be satisfied to permit the tenancy to continue if the arrears were paid in full by July 31, 2003. The applicant also noted that the entire amount of the required security deposit had not been paid but that they were not seeking remedy at this time and would permit the applicant additional time to pay it.

I find the respondent breached his 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 are promptly paid. An order shall be issued requiring the respondent to pay the applicant

rent arrears in the amount of \$2150 and terminating the tenancy agreement between the parties on July 31, 2003 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer