

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **CLARA WINGNEK AND DEAN KOSTA**, Respondents;

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 -

CLARA WINGNEK AND DEAN KOSTA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand one hundred twenty eight dollars and seventy five cents (\$2128.75).
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 305, 4905 - 54th Avenue, Yellowknife, NT, shall be terminated on May 31, 2005 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

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3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of May, 2005.

Hal Logsdon
Rental Officer

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BETWEEN:

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-and-

CLARA WINGNEK AND DEAN KOSTA

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 12, 2005
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Lucy Gillard, representing the applicant
<u>Date of Decision:</u>	May 12, 2005

REASONS FOR DECISION

The applicant was served with a Notice of Attendance by registered mail sent to the rental premises. The notice was confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2128.75. The monthly rent for the premises is \$1010.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2128.75. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2128.75 and terminating the tenancy agreement on May 31, 2005 unless the arrears are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer