

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MARLEE CURRIE**, 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 -

**MARLEE CURRIE**

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 nine hundred eighty eight dollars and thirty seven cents (\$988.37).
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 23rd day of June, 2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

-and-

**MARLEE CURRIE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 14, 2005

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Lucy Gillard, representing the applicant

**Date of Decision:** June 14, 2005

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by registered mail, confirmed delivered, but failed to appear at the hearing. 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 to pay future rent on time. The applicant withdrew the request for an order 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 \$988.37. The tenancy agreement obligates the tenant to pay rent monthly in advance.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$988.37. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$988.37 and to pay future rent on time.

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Hal Logsdon  
Rental Officer