

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MELISSA BRANT**, 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 -

MELISSA BRANT

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 nine hundred eighty five dollars (\$2985.00).
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 G212, 900 Lanky Court, Yellowknife, NT shall be terminated on June 30, 2008 and the respondent shall vacate the premises on that date, unless the respondent pays the applicant the outstanding security deposit and part of the rent arrears in the total amount of two thousand two hundred twenty seven dollars and fifty cents (\$2227.50).

3. 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 G212, 900 Lanky Court, Yellowknife, NT shall be terminated on July 20, 2008 and the respondent shall vacate the premises on that date, unless the respondent pays the applicant the balance of the rent arrears and the July, 2008 rent in the total amount of two thousand nine hundred eighty five dollars (\$2985.00).
4. 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 10th day of June, 2008.

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");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

MELISSA BRANT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 10, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant
Melissa Brant, respondent

Date of Decision: June 10, 2008

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears were paid in full.

The applicant provided a statement of the rent account in evidence which indicated a balance of owing in the amount of \$3727.50. Included in that balance was the outstanding security deposit amount of \$742.50 bringing the amount of rent owing to \$2985. The tenancy agreement between the parties commenced on January 1, 2008. Therefore the full amount of the required security deposit was due on March 31, 2008.

The respondent did not dispute the allegations and stated that she could pay the July rent on time and pay the outstanding security deposit by the end of June but would need additional time to pay the rent arrears. The monthly rent for the premises is \$1485.

I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2985 and the outstanding security deposit to be \$742.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the outstanding security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$2985. The tenancy agreement shall be terminated on June 30, 2008 unless the outstanding security deposit (\$742.50) and part of the rent arrears (\$1485) for a total of \$2227.50 are paid to the applicant on or before that date. The balance of the rent arrears (\$1500) and the July, 2008 rent (\$1485) for a total amount of \$2985 shall be paid on or before July 20, 2008 or the tenancy agreement shall be terminated on that date. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer
