

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **GEORGE MACKEINZO**, 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 -

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

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 seven hundred forty nine dollars and sixty seven cents (\$1749.67).
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 6260 Finlayson Drive, Yellowknife, NT shall be terminated on June 26, 2008 and the respondent 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 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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BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

-and-

**GEORGE MACKEINZO**

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  
Marion MacKeinzo, representing the respondent

**Date of Decision:** June 10, 2008

**REASONS FOR DECISION**

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 terminating the tenancy agreement unless the arrears were promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1749.67.

The respondent's representative did not dispute the allegations and stated that the respondent could pay the outstanding arrears by June 20, 2008. The respondent's representative stated that she was not sure if the respondent would be able to pay the July, 2008 rent on time.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1749.67. 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 respondent to pay the applicant rent arrears in the amount of \$1749.67 and terminating the tenancy agreement on June 26, 2008 unless the rent arrears are paid in full.

I note that the tenancy agreement obligates the respondent to pay the monthly rent in advance. In

my opinion, no order from a rental officer may alter that obligation and it is not reasonable for me to deny the applicant of an order requiring the respondent to comply with that obligation. The order shall also require the respondent to pay future rent on time.

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

Hal Logsdon  
Rental Officer

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