

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **KENNETH LOVATT**, 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 -

**KENNETH LOVATT**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a), 14(6)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand one hundred twenty six dollars and sixty seven cents (\$3126.67) and the remainder of the required security deposit in the amount of five hundred thirty five dollars (\$535.00). The respondent shall pay the rent arrears and security deposit in monthly installments of no less than four hundred dollars (\$400.00). The first payment shall be made no later than February 29, 2008 and thereafter no later than the last day of every month until the rent arrears and balance of the security deposit have been paid in full.
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 14th day of  
February, 2008.

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Hal Logsdon  
Rental Officer

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

BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

-and-

**KENNETH LOVATT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 7, 2008

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

**Appearances at Hearing:** Julia O'Brien, representing the applicant  
Kenneth Lovatt, respondent

**Date of Decision:** February 7, 2008

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and termination of the tenancy agreement.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$3126.67 and an outstanding security deposit in the amount of \$535. The tenancy agreement between the parties commenced on July 1, 2006.

The respondent did not dispute the allegations and stated that he could pay the rent arrears and the balance of the security deposit in monthly installments of \$400. The applicant agreed to the repayment proposal and withdrew the request for an order terminating the tenancy agreement.

I find the respondent in breach of his obligation to pay rent and his obligation to provide the full amount of the required security deposit. I find the rent arrears to be \$3126.67 and the outstanding security deposit to be \$535.

An order shall issue requiring the respondent to pay the rent arrears and outstanding security deposit to the applicant in monthly installments of no less than \$400. The first payment shall be due no later than February 29, 2008. Thereafter, payments will be due no later than the last day

of every month until the rent arrears and security deposit are paid in full. The respondent is also ordered to pay the monthly rent on time.

If the respondent fails to make payments in accordance with this order or fails to pay the monthly rent on time, the applicant may make another application seeking the full payment of any balance and termination of the tenancy agreement.

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

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Hal Logsdon  
Rental Officer