

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DENISE JEROME**, 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 -

DENISE JEROME

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 four hundred twenty five dollars (\$1425.00).
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 Apartment 305, 5465-52nd Street, Yellowknife, NT shall be terminated on November 17, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of one thousand four hundred twenty five dollars (\$1425.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of November, 2008.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

DENISE JEROME

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 4, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Marian Cox, representing the respondent

Date of Decision: November 4, 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 rent arrears were paid in full.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$1425. The arrears represent the rent for November, 2008. The written tenancy agreement between the parties obligates the tenant to pay the monthly rent in advance.

The respondents representative did not dispute the allegations and stated that the respondent could pay the rent arrears by mid-November, 2008.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1425. 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 \$1425 and terminating the tenancy agreement between the parties on November 17, 2008 unless those rent arrears are paid in full.

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

Hal Logsdon
Rental Officer