

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MICHELLE LOYER**, 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 -

MICHELLE LOYER

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 three hundred ninety three dollars and ninety six cents (\$393.96).
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 218, 490 Range Lake Road, Yellowknife, NT shall be terminated on December 5, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for December, 2008 in the total amount of one thousand eight hundred forty three dollars and ninety six cents (\$1843.96) are paid in full.

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 26th day of November, 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");

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

MICHELLE LOYER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 25, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant

Date of Decision: November 25, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant 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 owing in the amount of \$393.96. The applicant stated that the security deposit was paid in full. The monthly rent for the premises is \$1450. The tenancy agreement obligates the tenant to pay the monthly rent in advance.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$393.96. 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 \$393.96 and terminating the tenancy agreement on December 5, 2008 unless the rent arrears and the December, 2008 rent are paid in full. Should the tenancy agreement continue, the respondent

is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer