

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **JANICE HAGEN**, 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 -

**JANICE HAGEN**

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 five hundred seventy five dollars (\$575.00).
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 104, 5215 - 51<sup>st</sup> Street, Yellowknife, NT shall be terminated on December 31, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears 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 18th day of December, 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-

**JANICE HAGEN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 16, 2008

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

**Appearances at Hearing:** Connie Diener, representing the applicant  
Janice Hagen, respondent

**Date of Decision:** December 16, 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 between the parties unless the rent arrears were promptly paid.

The applicant provided statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$575.

The respondent did not dispute the allegations but requested that she be permitted to pay the monthly rent in two installments. The applicant stated that she would be able to pay the outstanding rent arrears by the end of December, 2008.

The written tenancy agreement between the parties obligates the tenant to pay the monthly rent, in advance, on or before the first day of each month. This provision is consistent with the *Residential Tenancies Act*. Only the parties to the tenancy agreement can change the provisions of the agreement. I have no jurisdiction as rental officer to authorize any change to the due date of the monthly rent.

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 \$575. 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 \$575 and terminating the tenancy agreement on December 31, 2008 unless the rent arrears are paid in full. 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.

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Hal Logsdon  
Rental Officer