

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **BEVERLY ROSS**, 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 -

**BEVERLY ROSS**

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 two thousand two hundred seventy five dollars (\$2275.00).
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 102, 4905 - 54<sup>th</sup> Avenue, Yellowknife, NT shall be terminated on January 31, 2009 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 8th day of January, 2009.

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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");

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

BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

-and-

**BEVERLY ROSS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 7, 2009

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

**Appearances at Hearing:** Connie Diener, representing the applicant  
Beverly Ross, respondent

**Date of Decision:** January 7, 2009

**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 promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2300.

The respondent did not dispute the allegation and stated that she would pay the outstanding rent by the end of January, 2009.

The tenancy agreement between the parties commenced on March 20, 2008 and the respondent paid an “application fee” on March 24, 2008. A tenant is only obligated to pay the required security deposit and the rent, which may include separate charges for facilities and services provided by the landlord. There is no provision for an application fee in the tenancy agreement and if there was, it could not, in my opinion, reasonably be considered to be a facility or service as defined in the Act. Therefore the application fee paid by the respondent shall be applied against rent and the \$25 charge for the application fee contained in the statement, denied.

In other respects, 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 \$2275. In my opinion, there are sufficient grounds to

terminate the tenancy agreement unless the outstanding rent is promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2275 and terminating the tenancy agreement on January 31, 2009 unless the rent arrears are paid in full. Should the tenancy agreement continue, the respondent is ordered 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