

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **PRISCILLA SMITH**, 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 **INUVIK, NT.**

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

PRISCILLA SMITH

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 four thousand seven hundred fifty one dollars and sixty one cents (\$4751.61).

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of January, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **PRISCILLA SMITH**, 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.

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

PRISCILLA SMITH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 22, 2009

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lee Smallwood, representing the applicant
Priscilla Smith, respondent

Date of Decision: January 26, 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 between the parties.

The applicant provided a statement which indicated a balance of rent owing in the amount of \$5100.

The respondent stated that she had vacated the premises on January 5, 2009 but had not returned the keys to the landlord. She stated that she understood the application to a rental officer was an eviction order and had moved all of her possessions out of the premises. The applicant stated that she had an agreement with the landlord that she would pay the rent arrears to the best of her ability but had not agreed to any specific schedule of repayment.

The applicant was unaware that the respondent had vacated the premises.

There is no requirement to terminate this tenancy agreement by order as the premises have been abandoned by the respondent. The landlord should take possession of the premises, inspect it for damages and re-rent them as soon as practicable. The applicant holds a partial security deposit of \$600. The applicant shall complete a statement of the security deposit and deductions in accordance with section 18(3) of the *Residential Tenancies Act*. After deducting any repair costs

from the security deposit, the applicant shall apply any remainder to the satisfaction of this order.

I find the respondent in breach of her obligation to pay rent. I find that the premises were abandoned and the tenancy agreement terminated on January 22, 2009. Adjusting the January, 2009 rent, I find rent arrears of \$ \$4751.61, calculated as follows:

Balance as per ledger - Dec. 31/08	\$3900.00
January 1-22/09 rent	<u>851.61</u>
Amount owing applicant	\$4751.61

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4751.61.

Hal Logsdon
Rental Officer