

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **GEORGE HURST**, 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 -

GEORGE HURST

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the respondent rent arrears in the amount of thirteen thousand dollars and ninety two cents (\$13,000.92).
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 55 Natala Drive, Inuvik, NT shall be terminated on February 13, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for February, 2009 in the total amount of fifteen thousand dollars and ninety two cents (\$15,000.92) 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 25th day of January, 2009.

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-

GEORGE HURST

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
George Hurst, respondent

Date of Decision: January 22, 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 in evidence which indicated a balance of rent owing in the amount of \$13,000.92. The statement indicates that no payments have been made by the respondent since July 10, 2008. The application was filed on November 10, 2008 and the monthly rent for the premises is \$2000. The applicant holds \$1000 as partial payment of the required security deposit.

The respondent did not dispute the allegations and explained his inability to meet his rent obligations.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$13,000.92. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. It is apparent that the respondent is unable to afford this accommodation given his current financial situation. I note that landlord has permitted these arrears to accumulate without taking prompt action to mitigate their loss. My selection of a termination date takes into consideration that the landlord has part of the security deposit and gives the respondent time to arrange for placement in social housing.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$13,000.92 and terminating the tenancy agreement on February 13, 2009 unless the rent arrears and the February, 2009 rent in the total amount of \$15,000.92. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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

Hal Logsdon
Rental Officer