

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DANIEL JACKSON**, 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 -

DANIEL JACKSON

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 one thousand three hundred sixty five dollars (\$1365.00).
2. 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 12th day of February, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DANIEL JACKSON**, 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-

DANIEL JACKSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 10, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Daniel Jackson, respondent (by telephone)

Date of Decision: February 10, 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 to pay future rent on time. The applicant withdrew their request for an order terminating the tenancy agreement.

The applicant provided a statement in evidence which indicated a balance owing in the amount of \$1660. The applicant stated that \$295 of that balance represented an outstanding balance of security deposit, bringing the actual amount of rent owing to \$1365. The applicant sought relief only for the rent arrears.

The respondent did not dispute the rent arrears but stated that he thought he had paid the full amount of the security deposit.

I find rent arrears in the amount of \$1365. I shall not consider the alleged outstanding security deposit as the applicant is not seeking relief for the deposit.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1365 and to pay future rent on time.

Hal Logsdon
Rental Officer