

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **RON ELDRIDGE**, 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 -

RON ELDRIDGE

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 six hundred dollars (\$1600.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act* the respondent shall pay the applicant the balance of the required security deposit in the amount of one hundred eighty three dollars and eighty nine cents (\$183.89).
3. 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 #310, 60 Bompas Street, Inuvik, NT shall be terminated on June 15, 2009 and the respondent shall vacate the

premises on that date, unless the rent arrears, the balance of the security deposit and the rent for June, 2009 in the total amount of three thousand one hundred eighty three dollars and eighty nine cents (\$3183.89) are paid in full.

4. 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 28th day of May, 2009.

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-

RON ELDRIDGE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 28, 2009

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Lee Smallwood , representing the applicant

Date of Decision: May 28, 2009

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The application contained an abbreviated style of the landlord's legal name. The style of cause of the order shall reflect the full legal name of the landlord.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant 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 of the rent account in evidence which indicated a balance of owing as at March 1, 2009 in the amount of \$1983.89. The applicant stated that since that date a payment of \$3000 had been made and the rent for April and May, 2009 had come due bringing the balance owing to \$1783.89. The monthly rent for the premises is \$1400. The applicant stated that included in that amount was an outstanding balance of the required security deposit in the amount of \$183.89, leaving \$1600 outstanding as rent arrears.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1600.

The tenancy agreement between the parties commenced on February 1, 2009 making the remaining balance of the required security deposit due. I find that balance to be \$183.89. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the remaining balance of the security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1600 and terminating the tenancy agreement on June 15, 2009 unless the rent arrears, the remaining balance of the security deposit and the June, 2009 rent in the total amount of \$3183.89 are paid in full. I calculate that amount as follows:

Rent arrears	\$1600.00
Security deposit balance	183.89
June/09 rent	<u>1400.00</u>
Total	\$3183.89

Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer