

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **TYLER AREY**, 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 -

TYLER AREY

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 six hundred dollars (\$2600.00).
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 105, 7 Council Crescent, Inuvik, NT shall be terminated on June 15, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for June, 2009 in the total amount of three thousand nine hundred dollars (\$3900.00) 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 28th day of May, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

TYLER AREY

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. The applicant stated that the respondent was still in possession. The rental officer left a message on the respondent's answering machine informing him of the time, date and place of the hearing and left a message at his aunt's house. 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 rent owing as at March 1, 2009 in the amount of \$1299.91. The applicant testified that those arrears had been paid in full but the April and May, 2009 rents were not paid, leaving a balance owing of \$2600. The monthly rent for the premises is \$1300. The security deposit has been paid in full.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2600.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2600 and terminating the tenancy agreement on June 15, 2009 unless the rent arrears and the June, 2009 rent in the total amount of \$3900 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer