

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **VERONIQUE BEZHA**, 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 -

VERONIQUE BEZHA

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 five hundred eighty seven dollars and fifty cents (\$1587.50).
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 1454 Gitzel Street, Yellowknife, NT shall be terminated on September 5, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for September, 2009 in the total amount of three thousand three hundred thirty seven dollars and fifty cents

(\$3337.50) 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 27th day of August, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

VERONIQUE BEZHA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 26, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sylvia Siemens, representing the applicant
Veronique Bezha, respondent

Date of Decision: August 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 unless the arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of owing in the amount of \$1587.50. The applicant testified that the required security deposit had been paid in full and that the entire balance consisted of rent.

The respondent did not dispute the allegations and stated that she would pay the entire amount along with the rent for September, 2009 on or before September 5, 2009. The September rent will be \$1750.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the balance of rent owing to be \$1587.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1587.50 and terminating the tenancy agreement on September 5, 2009 unless the rent arrears and the September, 2009 rent in the total amount of \$3337.50 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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

Hal Logsdon
Rental Officer