

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LISA O'LEARY**, 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 -

LISA O'LEARY

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 eight hundred fifty eight dollars and ninety seven cents (\$858.97).
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 28th day of August, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LISA O'LEARY**, 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-

LISA O'LEARY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 12, 2009

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lee Smallwood, representing the applicant
Lisa O'Leary, respondent

Date of Decision: August 12, 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 of rent owing in the amount of \$1658.97. The applicant stated that an \$800 payment had been made that morning which had not been posted, bringing the balance owing to \$858.97. The applicant also stated that the full amount of the required security deposit had been paid.

The respondent did not dispute the allegations.

I find the respondent in breach of her obligation to pay the full amount of rent and find rent arrears of \$858.97.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$858.97 and to pay future rent on time.

Hal Logsdon
Rental Officer