

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **BARB MEMOGANA**, 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 -

**BARB MEMOGANA**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a), 14(6)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand six hundred seventy five dollars (\$3675.00) and the balance of the required security deposit in the amount of nine hundred twenty five dollars (\$925.00) in accordance with the following schedule:
  - a) \$3000 payable on September 28, 2009,
  - b) \$500 payable on October 1, 2009,
  - c) \$500 payable on October 15, 2009,
  - d) \$500 payable on October 29, 2009, and
  - e) \$100 payable on November 12, 2009.

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 1st day of October, 2009.

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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-

**BARB MEMOGANA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 24, 2009

**Place of the Hearing:** Inuvik, NT via teleconference

**Appearances at Hearing:** Lee Smallwood, representing the applicant  
Barb Memogana, respondent

**Date of Decision:** September 24, 2009

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the full amount of the required security deposit. The applicant stated that the parties had come to an agreement concerning how the outstanding amounts would be paid and requested an order reflecting that agreement.

The applicant provided a statement of account which indicated a balance of rent owing of \$3700 and a balance of security deposit owing of \$925 as at July 1, 2009. The applicant testified that since that date, the August, 2009 rent (\$1850) and September, 2009 rent (\$1850) had come due and rent payments totalling \$3725 had been made, bringing the balance of rent owing to \$3675 and the balance of security deposit owing to \$925.

The applicant stated that the parties had agreed that monthly rent would be paid on time and the rent arrears and outstanding security deposit would be paid in accordance with the following schedule:

\$3000 would be paid on September 28, 2009,

\$500 would be paid on October 1, 2009,

\$500 would be paid on October 15, 2009,

\$500 would be paid on October 29, 2009, and

\$100 would be paid on November 12, 2009.

The respondent did not dispute the allegations and consented to an order requiring the rent arrears and security deposit to be paid in accordance with the agreement and future rent to be paid on time.

I find the respondent in breach of her obligation to pay rent and her obligation to pay the remainder of the required security deposit. I find the rent arrears to be \$3675 and the balance of the security deposit to be \$925.

An order shall issue requiring the respondent to pay the applicant the rent arrears and balance of the security deposit in accordance with the agreed upon schedule and to pay future rent on time. Should the respondent fail to make payments in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full payment of any balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer