

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **ERNEST CONSTANT AND MABEL LOUITT**, Respondents;

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 -

**ERNEST CONSTANT AND MABEL LOUITT**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand one hundred fifteen dollars and thirty one cents (\$2115.31).
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 303, 4905 54th Avenue, Yellowknife, NT shall be terminated on June 15, 2010 and the respondents shall vacate the premises on that date, unless the rent arrears and the rent for June, 2010 in the total amount of three thousand six hundred ten dollars and thirty one cents (\$3610.31) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of May,  
2010.

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Hal Logsdon  
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

-and-

**ERNEST CONSTANT AND MABEL LOUTITT**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** May 26, 2010

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Maigan Lefrancois, representing the applicant

**Date of Decision:** May 28, 2010

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears were promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3515.78. The monthly rent for the premises is \$1495. The applicant suggested that the arrears and the June, 2010 rent be paid no later than June 15, 2010.

The rent statement contains a number of entries that relate to a previous tenancy agreement made between the applicant and Ernest Constant as sole tenant for premises at 874 Lanky Court. Ms Loutitt was not a party to that agreement. The entries that relate to the previous tenancy agreement are as follows:

Balance transferred from Lanky Court	\$73.61
Security deposit interest from Lanky Court	(30.68)
Water bill arrears - Lanky Court	704.99
Fuel charges - Lanky Court	<u>652.55</u>
Total	\$1400.47

I also note that a security deposit principal of \$1495 from the Lanky Court tenancy agreement has been posted to this account although the applicant testified at a previous hearing that the full security deposit of \$1850 had been received for the Lanky Court tenancy and provided a statement showing that amount as paid.

The applicant has considered these two tenancy agreements as one. There is no evidence to suggest that Ms Loutitt agreed to the transfer of Mr. Constant's debt for the Lanky Court tenancy when she entered into the present tenancy agreement. Perhaps Mr. Constant agreed to apply any balance of the security deposit for the Lanky Court tenancy to this account but there is no evidence of that and the principal transferred does not appear to be correct given the previous evidence provided by the applicant.

Considering only the amounts due and payments made regarding this tenancy agreement, I find an amount owing of \$2115.31, calculated as follows:

March/10 rent	\$578.71
April/10 rent	1495.00
Power charges	84.00
Admin. charge	12.60
May/10 rent	1495.00
Payment	<u>(1550.00)</u>
Amount due applicant	\$2115.31

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 respondents to pay the applicant rent arrears of \$2115.31 and terminating the tenancy agreement on June 15, 2010 unless the rent

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arrears and the June, 2010 rent in the total amount of \$3610.31 are paid in full.

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Hal Logsdon  
Rental Officer