

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LINDA TOURANGEAU**, 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 -

LINDA TOURANGEAU

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 seven hundred fifty dollars (\$1750.00).
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 101, 492 Range Lake Road, Yellowknife, NT shall be terminated on August 20, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for August, 2010 in the total amount of three thousand one hundred twenty five dollars (\$3125.00) 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 29th day of July, 2010.

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-

LINDA TOURANGEAU

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 28, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Joyce Dust, representing the applicant
Linda Tourangeau, respondent

Date of Decision: July 28, 2010

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 rent arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1750. The monthly rent for the premises is \$1375. The applicant stated that the security deposit was paid in full.

The respondent did not dispute the allegations and stated that she would pay the rent arrears and the August, 2010 rent on or before August 20, 2010. The applicant accepted this proposal to pay the arrears.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1750. 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 of \$1750 and terminating the tenancy agreement on August 20, 2010 unless the rent arrears and the August, 2010 rent in the total amount of \$3125 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