

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DAYNA MACKEINZO**, Respondent;

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

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 -

DAYNA MACKEINZO

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 three thousand four hundred twenty five dollars (\$3425.00).
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 106, 492 Range Lake Road, Yellowknife, NT shall be terminated on November 26, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears and the remainder of the required security deposit in the total amount of four thousand one hundred dollars (\$4100.00) 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 16th day of November, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DAYNA MACKEINZO**, 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-

DAYNA MACKEINZO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 10, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Karlee Bell, representing the applicant

Date of Decision: November 10, 2010

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in her absence.

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.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$4100. The monthly rent for the premises is \$1375. The applicant stated that only \$700 of the required \$1375 security deposit had been paid, leaving a balance of security deposit owed to the landlord of \$675. As the statement includes both rent arrears and unpaid security deposit, the actual amount of rent owing is \$3425.

I find the statement in order and find the respondent in breach of her obligation to pay rent and her obligation to provide the required security deposit. I find the rent arrears to be \$3425 and the outstanding security deposit to be \$675. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the remainder of the required security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$3425 and terminating the tenancy agreement on November 26, 2010 unless those arrears and the remainder of the required security deposit in the total amount of \$4100 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer