

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **BARBARA GILLIS/BRULE**, 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 -

**BARBARA GILLIS/BRULE**

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 four hundred eighty five dollars and sixty four cents (\$1485.64).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 111, 490 Range Lake Road, Yellowknife, NT shall be terminated on December 22, 2010 and the

respondent shall vacate the premises on that date, unless the rent arrears in the amount of one thousand four hundred eighty five dollars and sixty four cents (\$1485.64) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of December, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **BARBARA GILLIS/BRULE**, 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-

**BARBARA GILLIS/BRULE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 1, 2010

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

**Appearances at Hearing:** Crystal Mickle, representing the applicant  
Barbara Gillis/Brule, respondent

**Date of Decision:** December 1, 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.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$2135.64. The monthly rent for the premises is \$1365. Included in that amount is a charge of \$650 in January, 2010 which is described as "moving to t0015240". The charge is clearly not rent as the rent for January, 2010 is posted. Neither the applicant nor the respondent knew what the charge was for. Not having any sound evidence as to what the charge was for, the relief of \$650 is denied.

The respondent did not dispute the allegation that she owed rent and stated that she could pay the arrears by December 22, 2010. The applicant accepted that date.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1485.64 calculated as follows:

Balance as per statement	\$2135.64
Less unknown debit	<u>(650.00)</u>
Balance	\$1485.64

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent

arrears are paid on or before December 22, 2010. An order shall issue requiring the respondent to pay the applicant rent arrears of \$1485.64 and terminating the tenancy agreement on December 22, 2010 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer