

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and
SERENUS BRYAN, 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 REIT

Applicant/Landlord

- and -

SERENUS BRYAN

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 nine hundred eighty nine dollars and forty nine cents (\$3989.49).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as G112, 600 Lanky Court, Yellowknife, NT shall be terminated on August 10, 2002 and the respondent shall vacate the premises on that date, unless the respondent makes payment to the applicant of no less than two thousand six hundred dollars (\$2600.00).

3. Pursuant to section 83(2) of the *Residential Tenancies Act*, provided the respondent makes payment to the applicant of two thousand six hundred dollars (\$2600.00) on or before August 10, 2002 the respondent may pay the balance of the rent arrears in monthly installments of no less than four hundred dollars (\$400.00), the first payment being due on September 1, 2002 and payable on the first day of every month thereafter until the rent arrears are paid in full.

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

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of July, 2002.

Hal Logsdon
Rental Officer

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SERENUS BRYAN, 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 REIT

Applicant/Landlord

-and-

SERENUS BRYAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 18, 2002 continued on July 24, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sharon Hysert, representing the applicant
Serenus Bryan, respondent
Sophie Dennis, representing the respondent

Date of Decision: July 26, 2002

REASONS FOR DECISION

The applicant indicated that Northern Properties REIT was now the landlord and wished to continue the application originally filed by the previous landlord, Urbco Inc. The order shall be issued in the amended style of cause.

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 applicant alleged rent arrears and terminating the tenancy agreement between the parties. The applicant provided a statement of rent which indicated a balance of rent owing in the amount of \$3989.49. The applicant also provided a statement of rent which included previous transactions when Urbco was managing the property.

The respondent disputed the amount owing claiming that only the May, June and July, 2002 rent of \$1100/month and two NSF charges totalling \$40 were owing. The respondent provided a receipt for rent paid in March (undated as to year but allegedly, 2002) which indicated a payment of \$1100 and a balance due of \$0. The respondent also noted that the rent had been reduced from \$1200/month to \$1100/month in February, 2001. She claimed that Urbco had agreed to retroactively apply the rent reduction to the date of their purchase of the property from the former landlord which should have resulted in an \$1100 credit to the rent account. The respondent claimed that only \$2240 should be owing in rent.

The respondent also submitted a financial case report from the Income Support Program and noted that she was receiving assistance and would be able to pay the future rent on time. She also pledged to pay an additional \$400/month until the rent arrears were paid in full.

On reviewing the rent statements, I find the rent owing to be \$3989.49. If one calculates the balance owing on the Urbco statement as at the end of March, the balance is \$649.49. This is the same amount as the sum of the first three entries on the Northern Properties statement. The remaining entries on the Northern Properties statement represent the May, June and July, 2002 rent and the NSF charges which were uncontested by the respondent. I find both statements to be in order. I find no evidence to support the respondent's claim that the rent reduction was intended to be retroactive and therefore find the rent arrears to be in accordance with the Northern Property rent statement. The receipt indicating a "0" balance due is clearly a mistake on the part of the issuer. In my opinion, it serves only to prove payment, not necessarily the balance of arrears owing.

In my opinion, there are sufficient grounds to terminate this tenancy agreement unless the respondent makes a serious effort to pay rent on time and eliminate the arrears. Given that the respondent is now receiving income support, the landlord should be able to expect prompt payment of the monthly rent. I note, however, that the respondent has apparently received assistance for the rent in July but has yet to make any payment to the landlord. In my opinion it is reasonable to terminate the tenancy agreement unless there is prompt payment of rent and a portion of the arrears. I do not think it is unreasonable to expect full payment of the July and

August rent and an additional \$400 prior to August 10, 2002.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$3989.49. The order shall terminate the tenancy agreement on August 10, 2002 unless the respondent pays the applicant \$2600. Should the respondent make the required payment and the tenancy agreement continue, the respondent may pay the remaining balance in monthly payments of no less than \$400, the first payment being due on September 1, 2002 and payable on the first day of every month thereafter, along with the rent, until the arrears are paid in full. The respondent is also order to pay future rent on time.

Should the respondent make the required payment of \$2600 on or before August 10, 2002 but fail to comply with the scheduled payments of the rent arrears or the payment of the monthly rent in accordance with this order, the applicant may make a future application seeking lump sum payment of any balance of arrears and termination of the tenancy agreement.

Hal Logsdon
Rental Officer