

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **PAUL MATWIY**, 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 -

PAUL MATWIY

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 two thousand five hundred fifty four dollars and sixty eight cents (\$2554.68).
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 Apartment #1, 5201 51st Street, Yellowknife, NT shall be terminated on September 30, 2002 and the respondent shall vacate the rental premises on that date, unless the respondent makes payments to the

applicant of no less than one thousand dollars (\$1000.00).

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of
September, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY REIT

Applicant/Landlord

-and-

PAUL MATWIY

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REASONS FOR DECISION

Date of the Hearing: September 10, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant
Sharon Hysert, representing the applicant
Paul Matwiy, respondent

Date of Decision: September 10, 2002

REASONS FOR DECISION

The applicant alleged that the respondent 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 between the parties. The applicant provided a copy of the tenant rent statement which indicated a balance of rent owing in the amount of \$2554.68. The applicant testified that an agreement had been made between the parties to pay the arrears in installments but the last payment, made by cheque, had been returned by the bank due to insufficient funds. She explained that the respondent had failed to contact the landlord to explain the problem or replace the cheque, prompting the application.

The respondent indicated that he had lost his job due to the business closing and that this was the third such incident where his employment was terminated in this manner. He testified that he was now employed again and had just received his pay cheque. He provided a copy of the pay information and indicated he would be making a payment of rent immediately. The respondent also indicated that he would be receiving future unemployment benefits which he would apply to the arrears. The respondent indicated that his roommates had recently taken an apartment of their own but that he was arranging for another roommate to move in with him to share the rent.

Both parties agreed on the amount of the rent owing. In my opinion, despite the unfortunate chain of events which the respondent has encountered, there are grounds to terminate the tenancy agreement unless significant progress is made by the respondent to retire this debt. After lengthy

discussion, the parties agreed that it was reasonable to terminate the tenancy agreement on September 30, 2002 unless the respondent has paid the applicant at least \$1000 of the outstanding arrears. After that date, the respondent should pay the monthly rent on time and make regular payments on the balance of the arrears in order to retire the debt in an orderly manner. In my opinion, this is a reasonable plan and it is proper to make an order to enable the landlord to enforce the agreement.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$2554.68. The order shall terminate the tenancy agreement between the parties on September 30, 2002 unless payment of no less than \$1000 is made to the applicant. I shall leave it to the parties to determine a reasonable payment schedule for the remainder of the arrears. The applicant is free to make a future application seeking termination of the tenancy should the respondent fail to pay the remaining arrears in a timely manner or fail to pay the normal monthly rent on time.

Hal Logsdon
Rental Officer