

IN THE MATTER between **GWICH'IN PROPERTIES LIMITED AND CHARLES VILLENEUVE**, Applicants, and **ALISA BLAKE**, 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 **INUVIK, NT**.

BETWEEN:

GWICH'IN PROPERTIES LIMITED AND CHARLES VILLENEUVE

Applicants/Landlords

- and -

ALISA BLAKE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay Gwich'in Properties Limited rent arrears in the amount of ten thousand six hundred fifteen dollars (\$10,615.00).
2. 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 18th day of September, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **GWICH'IN PROPERTIES LIMITED AND CHARLES VILLENEUVE**, Applicants, and **ALISA BLAKE**, 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:

GWICH'IN PROPERTIES LIMITED AND CHARLES VILLENEUVE

Applicants/Landlords

-and-

ALISA BLAKE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 18, 2002

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Colum McCready, representing Gwich'in Properties Ltd.
Charles Villeneuve, applicant
Alisa Blake, respondent

Date of Decision: September 18, 2002

REASONS FOR DECISION

The residential complex containing the rental premises was sold by the applicant Gwich'in Properties Limited to Charles Villeneuve on September 1, 2002. Mr. Villeneuve elected to join in the proceeding pursuant to section 20 of the *Residential Tenancies Act*.

The applicants alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order for the payment of the alleged rent arrears and termination of the tenancy agreement. Gwich'in Properties Limited alleged that the respondent owed rent to August 30, 2002 and payable to them in the amount of \$10,615. Mr. Villeneuve alleged that the respondent had paid only half of the September rent of \$1150, owing him \$575.

The respondent did not dispute the amounts owing but testified that she had recently settled a costly custody suit and was now in a better financial position to meet her obligation to pay rent. She also indicated that her agreement with the landlord was to pay rent every two weeks. There was no written tenancy agreement provided by the parties, although Gwich'in Properties Ltd. stated that the written agreement between them required rent to be paid on the first day of each month. Pursuant to section 41 of the *Residential Tenancies Act*, rent is due on the days specified in the tenancy agreement.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent owing to be \$10,615 representing rent payable to Gwich'in Properties

Limited to August 31, 2002. As there is no written tenancy agreement before me to determine the date on which the rent is payable, I can not find rent arrears for the month of September, 2002.

In the matter of termination, there are certainly grounds to terminate the tenancy agreement, given the magnitude of the rent arrears. However, I note that the respondent may now be able to pay the rent to the new landlord and that the new landlord is not assuming the liability of her previous arrears. In my opinion, the tenancy agreement should be allowed to continue. However, the applicant must realize that continued non-payment or late payment of rent is a breach of her agreement and the new landlord may seek termination in the future should the rent payable to him fall into arrears.

An order shall be issued requiring the respondent to pay the applicant, Gwich'in Properties Limited rent arrears in the amount of \$10,615 and to pay all future rent on time.

Hal Logsdon
Rental Officer