

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and
MARINO CASEBEER, 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 -

MARINO CASEBEER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant the cost of water paid on his behalf in the amount of eight hundred twelve dollars and ninety seven cents (\$812.97).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of
February, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and
MARINO CASEBEER, 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-

MARINO CASEBEER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 11, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant
Marino Casebeer, respondent

Date of Decision: February 12, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had failed to pay for water which was his obligation pursuant to the written tenancy agreement between the parties. A previous order required the respondent to comply with his obligation to pay for water. The previous order also required the respondent to pay rent arrears and the cost of fuel paid on his behalf. The respondent provided a statement of account which indicated a balance of water and rent arrears in the amount of \$1502.97. The respondent also provided documentation indicating that the outstanding water charges on the respondent's account in the amount of \$812.97 had been applied to the applicant's property taxes.

The respondent noted that he had partially satisfied the previous order by paying the outstanding fuel and a portion of the rent arrears. He stated that he had made an arrangement with the City of Yellowknife to maintain the water arrears on his account and to pay the balance in installments. He stated that the arrears were transferred to taxes on the direction of the landlord.

Documentation provided by the applicant confirms that the arrears on the account were transferred to taxes on the request of the applicant. The respondent stated that he was still unemployed but was receiving income support which allowed him to pay his current obligations for rent and utilities. He stated that he did not have the means to pay the full amount of the arrears rapidly but would continue to make consistent payments.

The applicant stated that she would be satisfied to permit the tenancy to continue provided the

arrears were paid in full by March 31, 2003. The applicant stated that he believed he could pay the rent arrears by that date but did not have the means to retire the water arrears that quickly.

The account history since the previous order indicates to me that the respondent has the intent to pay the arrears in full and the means to pay his current obligations. He does not however, have the means to pay the arrears in full by March 31, 2003. As the total arrears exceed the security deposit held by the landlord by only \$257 and the respondent appears to be making every effort to reduce this amount in a consistent manner, I do not think termination of the tenancy agreement is the appropriate remedy. In my opinion, as long as the respondent is consistently reducing the amount owing, the tenancy agreement should continue. I believe this is in the best interest of both parties. The applicant's request for an order for termination is therefore denied but should the payments of arrears cease or the arrears increase, the applicant may apply for termination.

The previous order is sufficient for the balance of rent arrears which I find to be \$690. No order has been made for the water arrears which I find to be \$812.97. A order shall be issued requiring the respondent to pay the applicant the costs of water paid on his behalf in the amount of \$812.97. I leave it to the respondent to make regular and reasonable payments to the landlord to retire the accumulated debt.

Hal Logsdon
Rental Officer