

IN THE MATTER between **SHARON NELSON**, Applicant, and **NENA WALKER**, 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:

SHARON NELSON

Applicant/Landlord

- and -

NENA WALKER

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 five hundred fifty dollars (\$550.00).
2. Pursuant to section 57(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 828 Dusseault Court, Yellowknife, NT shall be terminated on June 17, 2003 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of May, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **SHARON NELSON**, Applicant, and **NENA WALKER**,
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:

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Applicant/Landlord

-and-

NENA WALKER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 13, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sharon Nelson, applicant
Nena Walker, respondent

Date of Decision: May 13, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant also stated that she and the respondent had personal differences which made the continuation of the tenancy difficult.

The applicant alleged that the respondent owed rent in the amount of \$700. She stated that the rent for the premises was \$700/month and that half that amount was due on the first of the month and the remainder due on the 15th of the month. She alleged that the April 15th payment and the May 1st payment had not been paid. The respondent disputed the allegations and provided a deposit receipt indicating that \$500 had been deposited to the applicant's account on April 2, 2003. The applicant acknowledged the payment but stated that she had returned \$150 in cash to the respondent. The respondent claimed that the \$150 which had been returned was a payment for a personal debt unrelated to rent.

From the evidence, I find the rent arrears to be \$550 calculated as follows:

| | |
|---------------------------|---------------|
| Balance Fwd - March 31/03 | \$0.00 |
| April rent | 700.00 |
| Pmt - April 02/03 | (500.00) |
| Rent - May 01-14 | <u>350.00</u> |
| Amount owing | \$550.00 |

The applicant and respondent share bathroom and kitchen facilities. Section 57 of the *Residential Tenancies Act* permits a rental officer to make an order terminating a tenancy agreement when,

....a landlord and tenant who share a bathroom or kitchen facility have had personal differences that make the continuation of the tenancy unfair to either of them.

Throughout the hearing it was evident that the parties had lifestyle differences which were creating considerable friction between them. The respondent indicated that she no longer wished to continue the tenancy and planned to vacate on June 17, 2003. In my opinion, the personal differences between the parties are making the continuation of the tenancy unfair to both applicant and respondent. In my opinion, June 17, 2003 is a reasonable date to terminate the tenancy.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$550 and terminating the tenancy agreement on June 17, 2003.

Hal Logsdon
Rental Officer