

IN THE MATTER between **DOUG DOWN O/A SUB ARCTIC WELDING**,
Applicant, and **ROBERT OSMOND**, 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:

DOUG DOWN O/A SUB ARCTIC WELDING

Applicant/Landlord

- and -

ROBERT OSMOND

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 six hundred dollars (\$3600.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Lot 8, Block 502, Plan 900 Kam Lake Road (115A Kam Lake Road) shall be terminated on July 25, 2003 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of July,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **DOUG DOWN O/A SUB ARCTIC WELDING**,
Applicant, and **ROBERT OSMOND**, 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:

DOUG DOWN O/A SUBARCTIC WELDING

Applicant/Landlord

-and-

ROBERT OSMOND

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 2, 2003 Continued July 8, 2003
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Doug Down, applicant Robert Osmond, respondent
<u>Date of Decision:</u>	July 8, 2003

REASONS FOR DECISION

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 alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$4200. The respondent disputed that amount owing stating that \$600 had been charged for late payment of rent. The applicant acknowledged that he had charged the respondent \$600 for the privilege of paying rent on the 15th of the month rather than the first day. In my opinion, such a charge is not permitted by the *Residential Tenancies Act*. Notwithstanding that there is no written agreement setting out the day on which the rent is due, the charge is well in excess of the permitted penalty for late payment set out in sections 41(2) and 41(3) of the Act. I find the rent arrears to be \$3600.

The respondent indicated that he was unable to afford the rent for the premises and was hopeful that he would be able to acquire accommodation in social housing.

The parties also acknowledged that the respondent had provided a security deposit in the amount of \$1200 on March 1, 2002.

The respondent testified that he had contracted for the thawing of frozen water lines on three

occasions. He indicated that he had not paid the invoices. The applicant stated that he would pay for them but was unaware of the charges, having not been provided with the invoices.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties. An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$3600 and terminating the tenancy agreement on July 25, 2003. The respondent shall vacate the premises on that date.

The applicant must provide a statement of the security deposit to the respondent within ten days of the termination of the tenancy agreement in accordance with section 18 of the *Residential Tenancies Act*. The security deposit and accrued interest, which I calculate to be \$39.89, may be applied to any remaining rent arrears.

Hal Logsdon
Rental Officer