

IN THE MATTER between **JAMES HEALEY AND ROBERTA HEALEY**,
Applicants, and **JOAN HUDSON AND DYLAN HAYNE**, Respondents;

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:

JAMES HEALEY AND ROBERTA HEALEY

Applicants/Landlords

- and -

JOAN HUDSON AND DYLAN HAYNE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 716 Bigelow Crescent, Yellowknife, NT shall be terminated on January 30, 2004 and the respondents shall vacate the premises on that date, unless the respondent pays the applicant rent arrears of no less than one thousand two hundred fifty dollars (\$1250.00).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of January,
2004.

Hal Logsdon
Rental Officer

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BETWEEN:

JAMES HEALEY AND ROBERTA HEALEY

Applicants/Landlords

-and-

JOAN HUDSON AND DYLAN HAYNE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 13, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jim Weller, representing the applicant
Joan Hudson, respondent

Date of Decision: January 13, 2004

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay for utilities. The applicant alleged that the rent arrears were currently \$3400 but acknowledged that an arrangement had been made to forgive \$1250 when agreed upon improvements to the premises had been completed by the applicant. The applicant also stated that the electrical account had been transferred to the landlord to prevent disconnection and that the water account was currently in arrears.

The respondent did not dispute the allegations. The parties agreed that since the respondent was now working, they wished the tenancy to continue, provided the current rent of \$1250 was paid by January 30, 2004. The parties suggested that the final determination of the rent and utilities owing and how the amounts should be paid be postponed to a separate hearing to be scheduled in February. The parties consented to an order terminating the tenancy agreement on January 30, 2004 unless the respondent paid the applicant \$1250.

From the evidence, it is clear that the respondent had breached her obligation to pay rent and that the balance of rent owing is in excess of \$1250, even after the application of credits for improvements. In my opinion, it is reasonable to issue an order terminating the tenancy on January 30, 2004 unless rent of \$1250 is paid in full and postpone the determination of remaining matters to a later date.

An order shall issue terminating the tenancy agreement between the parties on January 30, 2004 unless rent arrears in the amount of \$1250 are paid in full. A hearing shall be scheduled for February 11, 2004 at 9:30 AM in the large board room in the Panda II mall to determine the balance owing and further remedies.

Hal Logsdon
Rental Officer