

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **FIONA LYALL AND WILLIAM LYALL**, 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:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

FIONA LYALL AND WILLIAM LYALL

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of four thousand one hundred thirty four dollars and seventy three cents (\$4134.73).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 105, 492 Range Lake Road, Yellowknife, NT shall be terminated on April 30, 2005 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of March, 2005.

Hal Logsdon
Rental Officer

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-and-

FIONA LYALL AND WILLIAM LYALL

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 21, 2005
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Krista Cooper, representing the applicant William Lyall, respondent (by telephone)
<u>Date of Decision:</u>	March 21, 2005

REASONS FOR DECISION

The respondents are joint tenants but William Lyall does not reside in the premises. His daughter, Fiona, occupies the apartment. The tenancy agreement between the parties is made for a term ending on April 30, 2005.

The applicant alleges that the respondents have breached the tenancy agreement by failing to pay rent and seeks an order requiring the respondents to pay the alleged rent arrears and termination of the tenancy agreement at the end of the term. The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$4134.73. The applicant testified that, of that amount, \$34.73 represented electrical costs that were paid by the landlord on behalf of the tenants when they failed to transfer the electrical account to their names.

William Lyall stated that he was unaware of the rent arrears and would pay them promptly. He stated that he wished to terminate the tenancy agreement at the end of the term so that he would no longer be responsible for the rent. He has provided a written notice to the landlord to that effect.

It is apparent that Ms. Lyall is either unable or unwilling to pay the monthly rent for the premises. As she did not appear at the hearing, I can not determine if she also wishes the tenancy agreement to end at the end of the term. It is clear, however, that William Lyall no longer wants to be

responsible to pay the rent for the premises.

I find the rent statement to be in order. In my opinion, there are sufficient grounds to terminate this tenancy agreement. Although William Lyall appears ready to pay the outstanding amounts, there is little indication that Fiona Lyall will pay rent if the tenancy agreement is renewed and Mr. Lyall does not wish to continue paying on behalf of his daughter.

An order shall issue requiring the respondents to pay the rent arrears which I find to be \$4134.73 and terminating the tenancy agreement on April 30, 2005. The respondents shall ensure the premises are vacated on that date.

Hal Logsdon
Rental Officer