

IN THE MATTER between **GREENWAY REALITY LTD.**, Applicant, and **DONNA HANSEN**, 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 **HAY RIVER, NT.**

BETWEEN:

GREENWAY REALITY LTD.

Applicant/Landlord

- and -

DONNA HANSEN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 67(4) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears and compensation for the use and occupation of the premises after the tenancy is terminated in the amount of one thousand nine hundred fifty eight dollars and forty eight cents (\$1958.48).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of June, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **GREENWAY REALITY LTD.**, Applicant, and **DONNA HANSEN**, 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:

GREENWAY REALITY LTD.

Applicant/Landlord

-and-

DONNA HANSEN

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 1, 2006
<u>Place of the Hearing:</u>	Hay River, NT via teleconference
<u>Appearances at Hearing:</u>	Patricia Kay, representing the applicant Donna Hansen, respondent
<u>Date of Decision:</u>	June 2, 2006

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 \$2110.53. The applicant stated that a payment of \$300 had been received since the statement was produced and the June, 2006 rent had come due in the amount of \$900, bringing the balance owing to \$2710.53.

The respondent stated that she had given written notice to terminate the tenancy agreement on June 1, 2006 but now sought the landlord's permission to remain in the premises until June 5, to complete cleaning. The applicant accepted the tenant's notice to terminate and consented to the overholding to June 5, 2006. The respondent did not dispute the rent arrears.

In my opinion, there is no requirement to terminate this tenancy agreement by order. The tenant has given notice in writing and although the date is June 1 rather than the last day of May, the landlord has accepted it. The landlord has also consented to permit the tenant to overhold until June 5, 2006. The respondent is obligated to pay compensation for the use and occupation of the premises for those 5 days and must vacate the premises on June 5, 2006.

I find the respondent in breach of her obligation to pay rent and find the respondent liable to pay compensation for the five days in June that she will occupy the premises.

An order shall issue requiring the respondent to pay the applicant rent arrears and compensation for the use and occupation of the premises in the amount of \$1958.48 calculated as follows:

Rent arrears as per ledger	\$2110.53
Less payment - May 5/06	(300.00)
Use & occupation (5 days)	<u>147.95</u>
Total amount due landlord	\$1958.48

Hal Logsdon
Rental Officer