

IN THE MATTER between **GREENWAY REALITY LTD.**, Applicant, and **JOAN POWER**, 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 -

**JOAN POWER**

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 two thousand eight hundred eighty dollars (\$2880.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant for towing charges related to a vehicle parked in her assigned parking area in the amount of \$32.10.
3. Pursuant to sections 42(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 10, 28 Capital Drive,

Hay River, NT shall be terminated on June 12, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears, towing charges and outstanding security deposit in the total amount of three thousand five hundred eighty seven dollars and ten cents (\$3587.10) is paid in full.

4. Pursuant to section 41(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

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 **JOAN POWER**, 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-

**JOAN POWER**

Respondent/Tenant

**REASONS FOR DECISION**

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

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the full amount of the required security deposit. The applicant also alleged that the respondent had failed to pay towing charges to remove an unlicensed vehicle from her assigned parking area. The applicant sought an order requiring the respondent to pay the alleged rent arrears and towing charges and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1920. The applicant testified that since the statement was produced, the June, 2006 rent had come due in the amount of \$960 and no payments of rent had been received, bringing the balance of rent owing to \$2880. The statement also indicated a balance of security deposit owing in the amount of \$675. The applicant stated that the vehicle was towed because it was blocking snow removal and was not licensed. A receipt for the towing costs of \$32.10 was provided in evidence.

The respondent did not dispute allegations concerning the rent arrears or the security deposit. The respondent indicated that the vehicle did not belong to her but did not dispute that it was using her parking area with her permission.

I find the respondent in breach of her obligations to pay rent and the required security deposit. I

also find the respondent responsible to pay the towing charges. The tenancy agreement provides a parking area for the tenant but requires that vehicles parked there be licensed. I find the rent arrears to be \$2880, the outstanding security deposit to be \$675 and the towing charges of \$32.10 reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these amounts are promptly paid.

An order shall issue requiring the respondent to pay the rent arrears of \$2880 and the towing charges of \$32.10 and terminating the tenancy agreement on June 12, 2006 unless the rent arrears, towing charges and the remainder of the security deposit in the total amount of \$3587.10 is paid in full. The applicant is also ordered to pay future rent on time and the applicant may file another application seeking termination if the late rent payments continue.

---

Hal Logsdon  
Rental Officer