

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **ROBERT NITSIZA AND ALBINA NITSIZA**, 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:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

- and -

ROBERT NITSIZA AND ALBINA NITSIZA

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 two thousand eight hundred dollars (\$2800.00).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to pay for water during the term of the tenancy agreement.
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 41-15 Ptarmigan Road, Yellowknife, NT shall be terminated on January 31, 2007 and the respondents shall vacate the premises on that date unless the rent arrears are paid in full.

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

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of January, 2007.

Rental Officer

Hal Logsdon

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BETWEEN:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

-and-

ROBERT NITSIZA AND ALBINA NITSIZA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 23, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trudy Spence, representing the applicant

Date of Decision: January 23, 2007

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises. The applicant testified that the respondents were still in possession of the premises. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay for water during the term of the tenancy agreement. The applicant testified that the rent for December, 2006 and January, 2007 had not been paid. The monthly rent for the premises is \$1400 and the written tenancy agreement obligates the tenant to pay rent monthly in advance.

The applicant provided a notice from the City of Yellowknife, dated November 7, 2006 indicating that the respondents had failed to pay for water and that outstanding charges of \$479.95 would be transferred to the landlord's property taxes on December 31, 2006 if the arrears were not paid. The applicant stated that they were not sure if the water arrears had been paid by the respondents or if any amounts had been transferred to taxes. The tenancy agreement between the parties obligates the tenants to pay for utilities during the term of the tenancy agreement.

The applicant served a notice of early termination on the respondents on December 8, 2006 requesting vacant possession on December 20, 2006. The applicant stated that the respondents have indicated to her that they intended to vacate the premises on January 31, 2007 but have not given any written notice.

I find the respondents in breach of their obligation to pay rent and to pay for water. I find the rent arrears to be \$2800. I can not determine if there is any current amount outstanding for water charges. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2800 and to comply with their obligation to pay for water. The tenancy agreement shall be terminated on January 31, 2007 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full. Should the tenancy agreement continue, the respondents are ordered to pay future rent on time.

Hal Logsdon
Rental Officer