

IN THE MATTER between **KOTANEELEE HOUSING ASSOCIATION**, Applicant,
and **FAWNA ERASMUS**, 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 **FORT LIARD, NT**.

BETWEEN:

KOTANEELEE HOUSING ASSOCIATION

Applicant/Landlord

- and -

FAWNA ERASMUS

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 six hundred dollars (\$600.00).
 2. 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 Unit 816, Valley Main Street, LTO 173, Lot 16, Fort Liard, NT shall be terminated on April 13, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for April, 2007 in the total amount of eight hundred fifty dollars (\$850.00) are paid in full.
- DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of April, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **KOTANEELEE HOUSING ASSOCIATION**, Applicant,
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Applicant/Landlord

-and-

FAWNA ERASMUS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 29, 2007

Place of the Hearing: Fort Liard, NT via teleconference

Appearances at Hearing: Brenda Berreault, representing the applicant
Fawna Erasmus, respondent

Date of Decision: March 29, 2007

REASONS FOR DECISION

The applicant confirmed that the legal name of the landlord was Kotaneelee Housing Association. The style of cause of the order shall reflect the legal name of the applicant.

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.

The applicant testified that the respondent left the premises for a period of time without notifying the landlord. On February 21, 2007 the applicant sent a letter by registered mail to the respondent stating that they believed the premises had been vacated and had changed the locks. The letter stated that the landlord intended to remove and store the respondents personal property unless they were notified by February 28, 2007. The respondent returned to the community on February 24, 2007. When she contacted the landlord, she was told she had to come to the office the next day. The respondent entered the premises through an unlocked window and took up occupancy. The applicant contacted the police on March 7, 2007 regarding the entry to the premises. The police agreed to attend the premises with the landlord to discuss the matter with the respondent but the landlord did not do so. The respondent remains in possession of the premises.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$800. The monthly rent for the premises is \$250. There is no written tenancy agreement between the parties.

The respondent disputed the amount of rent owing and stated that she believed she owed only \$600. The respondent testified that she had arranged for another person to look after the premises while she was out of town but acknowledged that she had not informed the landlord that she was leaving the community and intended to return.

There is no evidence to conclude that the respondent is obliged to inform the landlord when leaving the premises vacant. While it may have been reasonable for the landlord to suspect that the premises had been abandoned, the respondent did contact the landlord prior to the deadline contained in the February 21, 2007 notice. Although the rent received was not sufficient to meet the respondent's obligation to pay rent, a payment of \$200 was made on February 1, 2007 by a third party.

In the matter of rent, I must agree with the respondent that only \$600 is owing to the landlord. The statement contains a debit of \$200 dated February 1, 2007. It is clearly not rent and the applicant could not identify what the debit represented. I find rent arrears of \$600 to be owing, calculated as follows:

Outstanding rent - December, 2006	\$50
Outstanding rent - January, 2007	250

Outstanding rent - February, 2007	250
Payment, February 1, 2007	(200)
Outstanding rent - March, 2007	<u>250</u>
Total rent arrears	\$600

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 respondent to pay the applicant rent arrears in the amount of \$600 and terminating the tenancy agreement on April 13, 2007 unless the rent arrears and the April, 2007 rent in the total amount of \$850 are paid in full.

This decision was made known to both parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer