

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **YUSUF HASHI**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

YUSUF HASHI

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 five thousand two hundred ninety two dollars and forty two cents (\$5292.42).
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 Apartment 407, 600 Gitzel Street, Yellowknife, NT shall be terminated on March 31, 2007 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of five thousand two hundred ninety two dollars and forty two cents (\$5292.42) are paid in full.

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3. Pursuant to section 41(4)(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 5th day of March, 2007.

Rental Officer

Hal Logsdon

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

YUSUF HASHI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 1, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rosetta Morales, representing the applicant

Date of Decision: March 5, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

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 provided a statement of the rent account which indicated a balance of rent owing as at February 28, 2007 in the amount of \$4965.

On January 24, 2007 the parties entered into an agreement whereby the respondent would pay the rent arrears in monthly payments. The written agreement was provided by the applicant in evidence. The rent statement indicates that the agreement was breached on January 31, 2007 when the respondent failed to make the first payment required by the agreement.

The applicant was questioned about a debit entry made on May 19, 2006. The applicant stated that the landlord had recently converted to a new accounting system and she was unable to state what the debit entry represented.

Regardless of whether a respondent attends or does not attend a hearing or whether a respondent disputes or does not dispute an allegation of the applicant, section 80 of the *Residential Tenancies Act* permits a Rental Officer to question parties in attendance at a hearing.

80. At a hearing, a rental officer may question the parties who are in attendance at the hearing and any witnesses, with a view to determining the truth concerning the matters in dispute.

In my opinion, a Rental Officer, when dealing with a matter of rent arrears, must be reasonably satisfied that the evidence before him/her accurately represents the amount of rent owing. Where an entry does not appear to be either the monthly rent charged or an amount paid by the tenant, the Rental Officer is entitled, perhaps even obligated, to ask the landlord what it represents. When a landlord does not know, how can the Rental Officer be satisfied that the balance alleged owing actually represents rent arrears? In my opinion, where an entry on a statement can not be identified as a legitimate charge to the tenant's account, a Rental Officer may dismiss it and recalculate the rent arrears accordingly.

I note that the applicant has not charged the March, 2007 rent although the written tenancy agreement obligates the tenant to pay the monthly rent in advance.

Taking into consideration the unexplained debit entry and the March, 2007 rent, I find rent arrears in the amount of \$5292.42, calculated as follows:

Balance as per statement	\$4965.00
less debit entry (May 19/06)	(747.58)
plus March/07 rent	<u>1075.00</u>
Total rent owing	\$5292.42

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5292.42 and terminating the tenancy agreement on March 31, 2007 unless

that amount is paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer