

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **LIZANNE ALLAIN**, 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 -

LIZANNE ALLAIN

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 eight thousand eight hundred twenty two dollars and fifty eight cents (\$8822.58).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 5431-52 Street, Yellowknife, NT shall be terminated on March 21, 2007 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of March,
2007.

Rental Officer

Hal Logsdon

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **LIZANNE ALLAIN**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

LIZANNE ALLAIN

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
Lizanne Allain, respondent

Date of Decision: March 5, 2007

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant served a notice of early termination on the respondent on January 29, 2007 seeking vacant possession on February 7, 2007. The respondent failed to give up possession. The applicant 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 in the amount of \$7925 as at February 1, 2007. The applicant noted that the respondent had paid no rent since September 12, 2006.

The applicant disputed the allegations stating that she believed she had made payments which were not indicated on the statement. The respondent was unable to provide any evidence or specific testimony regarding the alleged payments. I note that the statement was part of the original application which was served on the respondent on February 13, 2007. I also note that the notice “Hearing Information” which was served by the Rental Officer on the respondent along with the Notice of Attendance, advises the respondent that “You should have all necessary EVIDENCE with you at the hearing as adjournments will not be granted without good cause. (Emphasis in the original).” In my opinion, the respondent had sufficient time to assemble receipts or other evidence to rebut the allegations.

The applicant was questioned concerning several entries on the statement which do not appear to be either rent or payments made by the tenant. The applicant stated that these entries were the result of switching from one accounting system to another and that she did not know what the entries represented. The applicant also entered a rent payment ledger in evidence which indicated all the rent payments made, the corresponding dates of payment and the receipt numbers.

After a rather time consuming review of the applicant's evidence, I find that the entries on the rent ledger do not entirely coincide with the payments shown on the statement either by date or amount. To August 15, 2006, which is as far as the rent ledger goes, the statement indicates \$575 more in rent payments received than does the rent ledger. I am inclined to accept the statement, along with its unexplained entries, as the amount of rent owing. Nothing provided by the respondent leads me to believe that payments were made which do not appear on one of the documents provided by the applicant.

I note that the tenancy agreement between the parties obligates the tenant to pay the rent monthly in advance and that the statement does not include the March, 2007 rent of \$1325. I also note that the statement indicates that no rent whatsoever has been paid by the respondent since September 12, 2006.

I find the respondent in breach of her obligation to pay rent and find the rent arrears including the full amount of the March, 2007 rent to be \$9250. In my opinion, there are sufficient grounds to terminate this tenancy agreement. It does not appear from the evidence that the respondent intends to pay rent, having paid none for over five months.

An order shall issue requiring the respondent to pay rent arrears calculated to March 21, 2007 and terminating the tenancy agreement on that date. I calculate the rent as follows:

Balance as per statement	\$7925.00
March rent to 21 st	<u>897.58</u>
Balance of rent owing	\$8822.58

Hal Logsdon
Rental Officer