

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **TOM TORRAVILLE AND GARY MICHEL**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

TOM TORRAVILLE AND GARY MICHEL

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 six thousand nine hundred ten dollars (\$6910.00).
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 5446 - 52 Street, Yellowknife, NT, shall be terminated on April 30, 2007 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

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3. 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 16th day of April, 2007.

Rental Officer

Hal Logsdon

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

TOM TORRAVILLE AND GARY MICHEL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 12, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant

Date of Decision: April 12, 2007

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises and confirmed delivered. 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 sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$10,101.50. The applicant stated that the tenancy agreement was assigned to the respondents who agreed to assume the rent arrears of the previous tenant.

Section 23 of the *Residential Tenancies Act* sets out certain requirements of assignment.

- 23.(4) An assignment shall be signed by the tenant and new tenant or their agents**
- 23.(6) Where there is a written tenancy agreement, a copy of the tenancy agreement must be attached to the assignment or subletting agreement.**

There is no evidence of an assignment agreement in this matter. In fact, the applicant executed a new tenancy agreement with the respondents on September 11, 2006 to commence on October 1, 2006. Although a document acknowledging indebtedness for the former tenant's rent arrears was

produced in evidence by the applicant, I can not find the respondents legally responsible for the rent prior to October 1, 2006. I find the rent arrears to be \$6910 calculated as follows:

Rent due October/06 to April/07	\$10,290
Payments made	<u>(3380)</u>
Rent arrears	\$6910

I find the rent arrears to be \$6910. 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 \$6910 and terminating the tenancy agreement on April 30, 2007 unless the rent arrears are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer