

IN THE MATTER between **5655 NWT LTD.**, Applicant, and **MARGARET C. BEST**,
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:

5655 NWT LTD.

Applicant/Landlord

- and -

MARGARET C. BEST

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 thousand four hundred eighty six dollars and eighteen cents (\$6486.18).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 41A Otto Drive, Yellowknife, NT shall be terminated on April 30, 2007 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of April,
2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **5655 NWT LTD.**, Applicant, and **MARGARET C. BEST**, 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:

5655 NWT LTD.

Applicant/Landlord

-and-

MARGARET C. BEST

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 13, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ted Studer, representing the applicant
Margaret C. Best, respondent

Date of Decision: April 17, 2007

REASONS FOR DECISION

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 in evidence which indicated a balance of rent owing in the amount of \$4992.05. The applicant testified that since the application was made, the April, 2007 rent of \$1500 had come due and no payments had been made, bringing the balance owing to \$6492.05. The applicant also stated that the first month's rent had been reduced to \$1300 to reflect the fact that the tenancy agreement did not commence until April 7, 2006.

The respondent questioned the amount of rent alleged owing, stating that she believed the balance should be \$5115 reflecting 13 months of rent and payments of \$14,385. The respondent also stated that she felt the applicant had not compensated her adequately given the problems she had experienced with the premises. The applicant has provided some compensation to the respondent during the tenancy for problems she experienced with the premises. The respondent has not filed an application. The respondent also indicated that she planned to vacate the premises on April 30, 2007 but had not given written notice to the landlord.

The statement provided by the applicant includes a charge for the full security deposit but does not specifically allocate any of the payments to the security deposit. However, the application of penalties for late rent, imply that the \$1500 security deposit was paid in full on April 13, 2006.

The applicant has calculated late payment charges of \$77.05 but has used the incorrect interest rates. I find the correct penalties to be \$71.18.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$6486.18, calculated as follows:

April/06 rent	\$1300.00
Rent, May/06 to April/07	18,000.00
Payments	(12,885.00)
Penalties for late rent	<u>71.18</u>
Rent arrears	\$6486.18

As the parties both wish to terminate this tenancy agreement but have not yet done so in accordance with the Act, it is reasonable to terminate the tenancy by order.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$6486.18 and terminating the tenancy agreement on April 30, 2007. The security deposit of \$1500 and the accrued interest from April 13, 2006 to April 30, 2007 shall be applied to the satisfaction of this order after deductions for any repairs are made.

Hal Logsdon

Rental Officer