

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,  
and **JANET STEPHENSON**, 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:

**MIDWEST PROPERTY MANAGEMENT**

Applicant/Landlord

- and -

**JANET STEPHENSON**

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 one thousand seven hundred sixty dollars (\$1760.00).
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 Apartment 407, 4402 School Draw Avenue, Yellowknife, NT shall be terminated on July 4, 2007 and the respondent shall vacate the premises on that date, unless the July, 2007 rent in the amount of one thousand three hundred sixty five dollars (\$1365.00) and an additional payment of five hundred dollars (\$500.00) are paid in full.

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 13th day of June, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**JANET STEPHENSON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 12, 2007

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Bradley Pond, representing the applicant  
Janet Stephenson, respondent

**Date of Decision:** June 12, 2007

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement on June 15, 2007 unless the alleged rent arrears were paid in full.

The applicant provided a statement of the rent which indicated a balance of rent owing in the amount of \$1760.

The respondent did not dispute the allegations and stated that she could not pay the arrears by June 15, 2007. She stated that she could pay the arrears in monthly installments from \$25-50 each month. The applicant would not agree to scheduled payment in such small amounts. In my opinion, it is not reasonable to retire these arrears over such a long period of time.

The current arrears represent somewhat more than one months rent. I note that the respondent has recently made progress in reducing the arrears by over 50%. In my opinion, the tenancy agreement should be permitted to continue provided the arrears continue to be significantly reduced and the monthly rent is paid on time. In my opinion the timely payment of the July, 2007 rent plus an additional payment of no less than \$500 by July 4, 2007 would demonstrate the willingness and ability of the respondent to address the rent arrears.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1760. The tenancy agreement shall be terminated on July 4, 2007 unless the July, 2007 rent in the amount of \$1365 plus an additional \$500 are paid in full. The respondent shall also be ordered to pay future rent on time. I leave it to the parties to determine a reasonable schedule for the payment of the remainder of the rent arrears. If they are unable to do so, or if a payment plan is devised but subsequently breached, the applicant may file another application seeking further remedy.

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

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Hal Logsdon  
Rental Officer