

IN THE MATTER between **HARRY SATDEO**, Applicant, and **DARLA BOLT**,
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 **HAY RIVER, NT**.

BETWEEN:

HARRY SATDEO

Applicant/Landlord

- and -

DARLA BOLT

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 two thousand dollars (\$2000.00).
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 1408, 3 Capital Drive, Hay River, NT shall be terminated on November 16, 2007 and the respondent shall vacate the premises on that date unless the rent arrears in the amount of two thousand dollars (\$2000.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of
November, 2007.

Hal Logsdon
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

DARLA BOLT

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 7, 2007
<u>Place of the Hearing:</u>	Hay River, NT via teleconference
<u>Appearances at Hearing:</u>	Harry Satdeo, applicant Darla Bolt, respondent
<u>Date of Decision:</u>	November 7, 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.

A previous application filed by the applicant was heard on September 11, 2007. At that hearing the applicant sought only an order requiring the payment of rent arrears which were found to be \$5000. The respondent stated that he did not wish termination of the tenancy agreement but only a judgement to facilitate the garnishment of wages if necessary. A order requiring the respondent to pay the applicant rent arrears of \$5000 was filed on September 13, 2007.

This application was filed on September 24, 2007. At the date of filing, no additional rent had come due but the applicant sought termination of the tenancy agreement and possession of the premises by October 1, 2007.

When the matter was heard on November 7, 2007 the applicant testified that since the previous order was issued, the rent for October and November, 2007 had come due and the respondent had failed to make any payments. The applicant stated that the rent for the premises was \$1000/month resulting in rent arrears now totalling \$7000. The applicant also stated that he had not filed the previous order with the Territorial Court.

The respondent did not dispute the allegations.

It is difficult to understand why the applicant chose to continue the tenancy agreement on September 11, 2007 and eleven days later decided that the situation, which does not appear to have materially changed during that period, warranted termination of the tenancy agreement. It is equally difficult to understand why now, after nearly eight weeks have past, why the order has not been filed with the Court.

By her own admission, the respondent has made no effort to pay the arrears or the rent which has accrued for the months of October and November, 2007. In my opinion, there are adequate grounds to terminate the tenancy unless the October and November, 2007 rent totalling \$2000 is promptly paid. The applicant already has the remedy he requested for the remaining \$5000.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2000 and terminating the tenancy agreement on November 16, 2007 unless those arrears are paid in full.

Both parties were advised of this decision at the conclusion of the hearing.

Hal Logsdon
Rental Officer