

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **DION OUELLETTE**, 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 -

DION OUELLETTE

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 seven hundred five dollars (\$2705.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 310, 492 Range Lake Road, Yellowknife, NT shall be terminated on March 31, 2008 and the respondent shall vacate the premises on that date unless the rent arrears and the March, 2008 rent in the total amount of three thousand six hundred five dollars (\$3605.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of
February, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **DION OUELLETTE**, 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-

DION OUELLETTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 26, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant
Dion Ouellette, respondent
Cynthia Grandjambe, representing the respondent

Date of Decision: February 27, 2008

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 noted that a previous order (file #10-9811, filed on November 22, 2007) required the respondent to pay rent arrears (\$2560) and the outstanding security deposit (\$420) in three installments and to pay future rent on time. The applicant stated that the respondent had made the monthly payments of arrears and security deposit but had failed to pay the monthly rent. The applicant provided a statement of account which indicated a balance owing in the amount of \$3605 but noted that the statement included the March, 2008 rent of \$900 which had not yet come due.

The respondent's representative stated that the respondent, who attended the previous hearing in November, 2007, did not fully understand the order and believed that the payments of arrears outlined in the order was all that he was required to pay. She stated that the respondent had filed for bankruptcy but would be able to pay the monthly rent plus an additional \$500 each month until the arrears were paid in full. The respondent did not dispute the amount alleged to be owing.

The applicant stated that they could not consent to another order requiring payment through

installments, particularly one which would not see the debt retired for over five months.

I must consider that the respondent attended that previous hearing and agreed with the landlord as to how the arrears and future rent would be paid. The repayment schedule set out in the previous order was not imposed by the rental officer but agreed to by the parties.

The Reasons for Decision make it clear that the parties agreed that the arrears were to be paid in accordance with the agreed upon schedule *and* that the monthly rent would be paid on time.

“The parties agreed that the tenancy agreement would continue provided that the respondent paid the rent arrears and outstanding security deposit in three installments due on November 16, November 30 and December 14, 2007 and paid the monthly rent on time”

I must also consider that no payments have been made since December 18, 2007. Surely the respondent could not have thought that the payments he made to that date, were sufficient for his rent to the end of February, 2008.

Applying the payments made since the last order first to the satisfaction of that order, I find that the previous rent arrears and outstanding security deposit have been paid, resulting in a \$20 credit. Applying that credit to the next oldest debt, a \$25 charge for a new laundry card, results in a balance as at November 30, 2007 of \$5.00. Adding the December, 2007 and the January and February, 2008 rents to that amount results in rent arrears in the amount of \$2705.

Previous order	\$2980
Payments made since previous order	<u>(3000)</u>
Subtotal	(\$20)
Laundry card charge	<u>25</u>
Subtotal	\$5
December/07 rent	900
January/08 rent	900
February/08 rent	<u>900</u>
Total rent arrears	\$2705

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 respondent to pay the applicant rent arrears in the amount of \$2705 and terminating the tenancy agreement on March 31, 2008 unless the rent arrears and the March, 2008 rent in the total amount of \$3605 are paid in full. I calculate that amount as follows:

Rent arrears to February 26, 2008	\$2705
March, 2008 rent	<u>900</u>
Total	\$3605

Hal Logsdon
Rental Officer