

IN THE MATTER between **JEREMY HAMBURG AND ELISA CHANDLER**,
Applicants, and **EMILY LAWSON**, 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:

JEREMY HAMBURG AND ELISA CHANDLER

Applicants/Landlords

- and -

EMILY LAWSON

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 five thousand eight hundred dollars (\$5800.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for water costs paid on her behalf in the amount of five hundred eighty seven dollars and twenty nine cents (\$587.29).
3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for water costs during the term of the tenancy

agreement by paying the outstanding balance on her water account with the City of Yellowknife.

4. 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 5115 48th Street, Yellowknife, NT, shall be terminated on May 2, 2008 and the respondent shall vacate the premises on that date, unless the remainder of the April 2008 rent and the May 2008 rent in the total amount of two thousand seven hundred dollars (\$2700.00) are paid in full.

5. 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 5115 48th Street, Yellowknife, NT, shall be terminated on May 31, 2008 and the respondent shall vacate the premises on that date unless the balance of the rent arrears and the compensation for water costs in the total amount of five thousand three hundred eighty seven dollars and twenty nine cents (\$5387.29) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of April, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **JEREMY HAMBURG AND ELISA CHANDLER**,
Applicants, and **EMILY LAWSON**, 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:

JEREMY HAMBURG AND ELISA CHANDLER

Applicants/Landlords

-and-

EMILY LAWSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 8, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jeremy Hamburg, applicant (by telephone)
Elisa Chandler, applicant (by phone)
Emily Lawson, respondent

Date of Decision: April 16, 2008

REASONS FOR DECISION

The applicants alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for water costs during the term of the tenancy agreement. The applicants sought an order requiring the respondent to pay the alleged rent arrears and water costs and terminating the tenancy agreement between the parties. The applicants also sought an order requiring the respondent to remove two abandoned vehicles from the property.

The applicants provided a statement of the rent account which indicated a balance of rent owing in the amount of \$5800. The applicant also provided correspondence from the City of Yellowknife and a receipt indicating that \$587.29 had been paid by the applicants for unpaid water costs to prevent that amount from being applied to their property taxes. The written tenancy agreement between the parties obligates the tenant to pay for the cost of water during the term of the agreement. The applicants also testified that the respondent had failed to make any payments for water since the account was cleared and provided a statement of the account which indicated an outstanding balance of \$256.43.

The respondent did not dispute the allegations. She indicated that she expected a personal injury settlement and a Labour Standards Board decision to provide enough money to pay the debt in full. The applicant also stated that she had new tenants who would provide on-going rent revenue to enable her to pay the monthly rent for the premises. The respondent stated that accommodation appropriate for her disability was difficult to find.

The respondent stated that she would be able to pay the remainder of the April, 2008 rent (\$1000) by April 16th and pay the May rent (\$1700) on time. She stated she could pay the remaining arrears and water costs in monthly installments of about \$500. The applicants did not agree with payment by installments and wanted the tenancy agreement terminated unconditionally in ten days.

The respondent stated that the vehicles on the property belonged to her and were not abandoned.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$5800.

I find the respondent in breach of her obligation to pay for water during the term of the tenancy agreement. The applicants should be compensated for the payment of \$587.29 they made on behalf of the respondent. The current arrears should be paid by the respondent to the City of Yellowknife in compliance with her obligation to pay for water contained in the tenancy agreement. I see no evidence that the respondent is in breach of any obligation or rule by having two vehicles on the property. The respondent will, of course, be responsible for the removal of the vehicles at the end of the tenancy agreement.

The rent and water arrears are significant and, in my opinion, constitute sufficient grounds to consider termination of the tenancy agreement. However, in my opinion, provided the applicants suffer no further financial loss, the respondent should be given time to either pay the arrears and continue the tenancy or find other accommodation. Spreading payments over the next eight months, as proposed by the respondent is not reasonable and subjects the applicants to further

losses if the agreement is breached.

An order shall issue requiring the respondent to pay the applicants rent arrears in the amount of \$5800 and compensation for the water costs paid on her behalf in the amount of \$587.29. The tenancy agreement shall be terminated on May 2, 2008 unless the respondent pays the applicants no less than \$2700. That amount represents the balance of the April, 2008 rent (\$1000) and the full amount of the May, 2008 rent (\$1700). The respondent shall have until May 31, 2008 to pay the remainder of the rent arrears (\$4800) and compensation for the water costs (\$587.29). If those amounts are not paid in full on May 31, 2008 the tenancy agreement shall be terminated on that date and the respondent shall vacate the premises. The order shall also require the respondent to comply with her obligation to pay the City of Yellowknife for water costs that are currently outstanding on her account.

Hal Logsdon
Rental Officer