

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DEBORAH KLENGENBERG**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

DEBORAH KLENGENBERG

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 nine hundred dollars (\$1900.00).
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 857 Lanky Court, Yellowknife, NT shall be terminated on December 8, 2008 and the respondent shall vacate the premises on that date, unless rent arrears in the amount of one thousand six hundred twenty five dollars (\$1625.00) are paid in full.
3. 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 857 Lanky Court, Yellowknife, NT shall be terminated on January 19, 2009 and the respondent shall vacate the premises on that date, unless the remainder of the rent arrears and the rents for December, 2008 and January 2009 in the total amount of three thousand five hundred twenty five dollars (\$3525.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of November, 2008.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

DEBORAH KLENGENBERG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 25, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Deborah Klengenber, respondent

Date of Decision: November 25, 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 unless the rent arrears were paid in full.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3477.22. Included in that amount was a charge for water in the amount of \$677.22. The applicant stated that the respondent had failed to pay for water and that the landlord had paid the outstanding water charges on her behalf to avoid the transfer of the arrears to the landlord's tax property taxes.

The respondent disputed the balance owing, stating that she had made a payment of \$400 which did not appear on the statement. The respondent produced a receipt for \$400 in evidence which indicated that the amount was paid just prior to the commencement of the hearing. The applicant acknowledged the payment. The respondent also stated that although she had been charged \$25/month for parking, she had not been supplied with an energized parking stall.

The tenancy agreement between the parties provided in evidence by the applicant was made for a term commencing April 1, 2007 and ending on March 31, 2008. The rent for the premises was \$1428/month. The applicant stated that the parties had renewed the agreement on May 1, 2008 for an additional year with the same terms and conditions except for a rent increase to \$1625.

Article 3 of the tenancy agreement outlines the rent for the premises and the responsibility for certain services and facilities. If a box next to the service or facility is checked, it indicates that the tenant is responsible for costs related to that service or facility. Only the boxes for “electricity”, “telephone”, and “cable or satellite” are checked. The box for “water/sewer” is not checked. Therefore, the tenant is not responsible for the payment of water and the applicant’s request for relief for water charges paid is denied.

The tenancy agreement also sets out the rent for the premises and additional monthly charges for parking privileges. The fee for parking privileges noted on the tenancy agreement is \$0.00. The attached “Rules and Regulations” in section 28 states that the tenant will be issued a parking pass which must be displayed on the vehicle. In my opinion, the tenancy agreement implies that a parking space will be provided at no additional cost to the base rent. The applicant stated that the landlord and tenant usually enter into a “parking lease” in addition to the tenancy agreement but could not produce any additional agreement other than the tenancy agreement. The rent statement provided by the applicant indicates that a \$25 monthly fee has been applied each month since April 1, 2007, a total of 20 months. Because this charge is not contained in the tenancy agreement, the accumulated parking charges of \$500 are denied.

I find the rent arrears to be \$1900, calculated as follows:

Balance as per statement	\$3477.22
Less pmt made on November 25/08	(400.00)
Less parking fees applied (20 months @ \$25)	(500.00)
Less water charges applied	<u>(677.22)</u>
Total	\$1900.00

The applicant and respondent agreed that the tenancy agreement would continue provided a payment of at least \$1625 was made on or before December 8, 2008 and that the remaining balance including the rents for December, 2008 and January, 2009 was paid on or before January 19, 2009.

An order shall issue requiring the respondent to pay the rent arrears of \$1900 and terminating the tenancy agreement:

- a) on December 8, 2008 unless a payment of \$1625 is made on or before that date
and,
- b) on January 19, 2009 unless a payment of \$3525 is made on or before that date.

Hal Logsdon
Rental Officer