

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **PAUL CONNOLLY**, 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 -

PAUL CONNOLLY

Respondent/Tenant

INTERIM 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 two hundred forty dollars (\$1240.00).
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 205, 1000 Gitzel Street, Yellowknife, NT shall be terminated on June 30, 2009 and the respondent shall vacate the premises on that date, unless the respondent pays the applicant one thousand two hundred forty dollars (\$1240.00).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of June, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

PAUL CONNOLLY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 24, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Paul Connolly, respondent

Date of Decision: June 24, 2009

REASONS FOR DECISION

The application names the respondent as Paul Connolly (Ron's Auto) but the parties agreed that the tenancy agreement is actually between the applicant and Mr. Connolly as sole tenant.

Apparently Ron's Auto entered into a tenancy agreement with the applicant in October, 2007 and permitted their employee, Mr. Connolly to occupy the apartment. A memo from the applicant dated July 8, 2008 obtained from Ron's Auto confirms that Paul Connolly is now the sole tenant.

There is no evidence that the applicant and Mr. Connolly ever executed a written tenancy agreement. There are no issues between Ron's Auto and the applicant nor does Ron's Auto claim any interest in the tenancy agreement. Mr. Connolly accepts full responsibility as sole tenant. Therefore, the style of cause of this order will be amended to delete any reference to Ron's Auto.

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 in evidence which indicated a balance of rent owing in the amount of \$5440.

The respondent did not dispute the allegations and stated that he had not been able to work due to a problem with his vision. He stated that he is now able to work again and expects to find employment by the end of June, 2009. The respondent stated that he could pay one month's rent

of \$1240 on or before the end of June, 2009 but was not in a position to determine how he could pay the remainder until he knew details of his expected new employment. The applicant expressed their willingness to wait until early July to arrange a repayment plan provided the respondent paid \$1240 on or before June 30, 2009.

Section 78(2) of the *Residential Tenancies Act* permits a rental officer to deal with issues raised by an application at separate hearings.

78.(2) Where a rental officer is of the opinion that it would be appropriate to deal with some of the issues raised by an application at separate hearings, the rental officer may direct that some of the issues be dealt with separately and may set additional hearing dates for the determination of those issues.

In this matter, with the agreement of both parties, I think it is appropriate to issue an interim order requiring the respondent to pay \$1240 of the arrears and order the termination of the tenancy agreement on June 30, 2009 unless that amount is paid to the applicant and to adjourn the matter of the remaining arrears to a date in early July.

An interim order shall issue requiring the respondent to pay the applicant rent arrears of \$1240 and terminating the tenancy agreement on June 30, 2009 unless that amount is paid in full. The remainder of the arrears will be dealt with in a hearing to be held on July 7, 2009 at 1:30 PM in the Large Board Room, 3rd Floor, YK Centre East. The parties have been notified of the time, date and place of the hearing and no further notices will be issued.

Hal Logsdon
Rental Officer