

IN THE MATTER between **JODPHUR HOLDINGS LTD.**, Applicant, and **CAMILIA ZOE-CHOCOLATE**, 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:

JODPHUR HOLDINGS LTD.

Applicant/Landlord

- and -

CAMILIA ZOE-CHOCOLATE

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 six hundred fifteen dollars (\$5615.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as #6, 416 Byrne Road, Yellowknife, NT shall be terminated on November 5, 2009 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of October, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **JODPHUR HOLDINGS LTD.**, Applicant, and **CAMILIA ZOE-CHOCOLATE**, 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:

JODPHUR HOLDINGS LTD.

Applicant/Landlord

-and-

CAMILIA ZOE-CHOCOLATE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 28, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Peter Herridge, representing the applicant (by telephone)

Date of Decision: October 28, 2009

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in her absence. The respondent did appear after the hearing was concluded and the decision was made known to her at that time.

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 termination of the tenancy agreement.

The applicant stated that the cheques for the August, September and October, 2009 rent had all been returned by the bank due to insufficient funds and had not been replaced. The monthly rent for the premises is \$1400. Copies of the returned cheques were presented in evidence. The bank has also charged the applicant a \$5 fee for each of the returned cheques.

A previous order (file #10-10715, filed on May 5, 2009) found that the November, 2008 rent had not been paid and ordered the respondent to pay \$1400 and to pay future rent on time. The applicant testified that the respondent had not paid that amount.

The applicant also stated that he did not wish to continue the tenancy agreement due to the frequency of NSF cheques and the unreliability of the respondent to pay the rent each month.

I find the respondent in breach of her obligation to pay rent and in breach of the previous order requiring her to pay rent on the days it is due. Applying the amounts received first to the oldest debt, I find the previous order to pay the November, 2008 rent of \$1400 to be satisfied.

However, four months rent plus the bank charges remain outstanding. I find that amount to be \$5615, calculated as follows:

| | |
|--|-----------|
| Rent for July-October/09 (4 months @ \$1400/month) | \$5600 |
| Bank charges for NSF cheques (3 @ \$5 each) | <u>15</u> |
| Total owing applicant | \$5615 |

In my opinion, there are sufficient grounds to terminate the tenancy agreement. The rent is seriously in arrears and the respondent has not demonstrated her ability to meet her obligation to pay rent.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5615 and terminating the tenancy agreement on November 5, 2009.

Hal Logsdon
Rental Officer