

IN THE MATTER between **TARA VISTA HOLDINGS LTD.**, Applicant, and **VITA MORIN-BEAULIEU**, 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:

TARA VISTA HOLDINGS LTD.

Applicant/Landlord

- and -

VITA MORIN-BEAULIEU

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 seven thousand sixty dollars (\$7060.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 609 Range Lake Road, Yellowknife, NT shall be terminated on August 31, 2010 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of August, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **TARA VISTA HOLDINGS LTD.**, Applicant, and **VITA MORIN-BEAULIEU**, 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:

TARA VISTA HOLDINGS LTD.

Applicant/Landlord

-and-

VITA MORIN-BEAULIEU

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 18, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Darren Pelly, representing the applicant
Vita Morin-Beaulieu, respondent

Date of Decision: August 18, 2010

REASONS FOR DECISION

The applicant requested that the name of the landlord be amended to Tara Vista Holdings Ltd. to eliminate a typographical error on the application. The respondent requested that her name be amended to Vita Morin-Beaulieu from Vita Morin which was shown on the application. The style of cause of this order has been amended accordingly.

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 provided a statement of the rent account which indicated a balance owing of \$5762.69. Included on the statement was a credit of \$1297.31 which represented the principal and interest of the security deposit. A security deposit is held by a landlord for the term of the tenancy agreement and is not applied during that term. The applicant acknowledged that the security deposit and interest had been applied in error and that the rent arrears were actually \$7060. The monthly rent for the premises is \$1575.

The applicant served a notice of early termination on the respondent on June 16, 2010 seeking vacant possession on June 26, 2010. The respondent remains in possession.

The respondent did not dispute the allegations and stated that she could not afford the premises

and intended to move. She requested that she be permitted to stay in the premises until September 15, 2010 to allow her time to find other accommodation and arrange for storage of her personal goods. The applicant sought a termination date no later than August 31, 2010 to prevent any further loss of rent.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$7060. In my opinion, there are sufficient grounds to terminate the tenancy agreement. The landlord has made it clear to the tenant through the notice of early termination and subsequent application that he intends to seek termination. The tenant has concluded that she is not able to pay the rent. In my opinion, the respondent should have been making arrangements for other accommodation and the storage of her property several months ago. To subject the landlord to further loss of rent would not be reasonable in my opinion.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$7060 and terminating the tenancy agreement on August 31, 2010.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer