

IN THE MATTER between **MEGHAN NORRIS**, Applicant, and **JOHN WEIDEMANN AND SARAH GOODWIN**, Respondents;

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 **INUVIK, NT**.

BETWEEN:

MEGHAN NORRIS

Applicant/Landlord

- and -

JOHN WEIDEMANN AND SARAH GOODWIN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of fifty dollars (\$50.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act* and by mutual consent of the parties, the tenancy agreement between the parties for the premises known as 16 Adams Road, Inuvik, NT shall be terminated on September 30, 2010 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of August, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **MEGHAN NORRIS**, Applicant, and **JOHN WEIDEMANN AND SARAH GOODWIN**, Respondents.

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:

MEGHAN NORRIS

Applicant/Landlord

-and-

JOHN WEIDEMANN AND SARAH GOODWIN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 10, 2010

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Meghan Norris, applicant
John Weidemann, respondent

Date of Decision: August 10, 2010

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the full amount of rent on the days it is due, disturbing the landlord's quiet enjoyment of the residential complex and renting a room in the premises. The applicant sought an order requiring the respondents to pay rent arrears and terminating the tenancy agreement.

The applicant stated that the monthly rent for the premises was \$1500 payable in advance. The tenancy agreement between the parties was provided in evidence. The applicant stated that the respondents paid the rent by direct deposit to her bank account and provided copies of her bank statements indicating the dates of deposits. The applicant noted that deposit made on March 31, 2010 for the April rent was for \$1450, leaving a shortfall of \$50 that had never been paid. Since the tenancy commenced in October, 2009 the bank statements indicate that the rent has been paid late on a number of occasions but the account has ever been seriously in arrears.

The applicant stated that she had given written notice to the respondents in July, 2010 to enter the premises to conduct an inspection. The tenants objected to the date and an alternate date was arranged. The applicant stated that on arriving at the premises Ms Goodwin started screaming at her, asking why she was doing an inspection. The applicant stated that she felt threatened throughout the inspection.

The applicant also stated that she had heard from another person that the respondents may be

renting a room in the house.

The respondents did not dispute the allegations pertaining to rent but denied that there was any disturbance or abusive language during the inspection. The respondents also denied renting a room in the premises. The respondents stated that they wanted to terminate the tenancy agreement and would like to vacate the premises on September 30, 2010. The applicant agreed.

I find the respondents in breach of their obligation to pay rent and find rent arrears of \$50. In my opinion there is not sufficient evidence to conclude that the landlord suffered any abuse during the inspection or that the tenants have been renting a room. Normally, I would not issue an order for termination because, in my opinion, the severity of the late payment of rent and very low amount of rent arrears does not warrant termination. The parties could have easily agreed to end this tenancy without the intervention of a rental officer. However, as the parties have obviously consented to an order terminating the tenancy agreement on September 30, 2010, I shall issue one so there is no future dispute regarding compensation for lost rent.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$50 and terminating the tenancy agreement on September 30, 2010.

Hal Logsdon
Rental Officer