

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **SARAH TAUTUAGJUK**, Respondent;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

- and -

SARAH TAUTUAGJUK

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 six thousand five hundred eighty eight dollars and fifty six cents (\$6588.56).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 203, 4402 School Draw Avenue, Yellowknife, NT shall be terminated on May 20, 2011 and the respondent shall vacate the premises on that date.
3. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the

applicant compensation in the amount of,

- a) forty eight dollars and thirty eight cents (\$48.38) for each day in May, 2011 after May 20, 2011 that the respondent remains in possession of the rental premises and,
- b) fifty dollars (\$50.00) for each day in June, 2011 that the respondent remains in possession of the rental premises.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of May,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **SARAH TAUTUAGJUK**, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

-and-

SARAH TAUTUAGJUK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 4, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lindsey Dwojak, representing the applicant
Sarah Tautuagjuk, respondent

Date of Decision: May 4, 2011

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, terminating the tenancy agreement and evicting the respondent from the premises.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$7125.82. The monthly rent for the premises is \$1500 plus fuel.

The respondent did not dispute the allegations and stated that she was unable to work for a period of time causing her to fall into arrears. She stated that she was having problems affording the rent and had applied for subsidized public housing.

I find the respondent in breach of her obligation to pay rent and find sufficient grounds to terminate the tenancy agreement. The rent arrears represent over four months of arrears and the balance owing has increased every month since August 2010. I can find no reason to deny the applicant the relief they seek.

An order shall issue terminating the tenancy agreement on May 20, 2011. Prorating the May, 2011 rent for the twenty days in May, 2011 I find rent arrears of \$6588.56 calculated as follows:

Balance at April 30, 2011	\$5620.82
Rent, May 1-20	<u>967.74</u>
Total	\$6588.56

The respondent is ordered to pay the applicant rent arrears of \$6588.56. Should the respondent fail to vacate the premises on May 20, 2011 she shall be ordered to pay the applicant compensation for use and occupation of the premises of \$48.38 for each additional day in May, 2011 and \$50.00 for each additional day in June, 2011 that she remains in possession.

An eviction order shall be issued separately.

Hal Logsdon
Rental Officer