

IN THE MATTER between **WADE FRIESEN**, Applicant, and **STACEY LERMO**, 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:

**WADE FRIESEN**

Applicant/Landlord

- and -

**STACEY LERMO**

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 two thousand two hundred fifty dollars (\$2250.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 437 Norseman Drive, Yellowknife, NT shall be terminated on April 30, 2014 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of April, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **WADE FRIESEN**, Applicant, and **STACEY LERMO**,  
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:

**WADE FRIESEN**

Applicant/Landlord

-and-

**STACEY LERMO**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 24, 2014

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Wade Friesen, landlord

**Date of Decision:** April 24, 2014

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by email. The respondent failed to appear at the hearing and the hearing was held in her absence.

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 and evicting the respondent.

A previous order (file #10-13889, filed on March 26, 2014) required the respondent to pay the applicant \$4300. The applicant provided a statement of rent account in evidence that indicated that since the last order was issued, the March rent (\$1700) and April rent (\$1700) had come due and one payment was made in March (\$250) and one payment was made in April (\$1200) resulting in additional rent arrears of \$1950. The applicant also testified that he had provided a rent credit of \$300 to the respondent in November, 2013 for a washing machine she was to replace. The applicant testified that he had been in the premises recently and the washing machine had not been replaced. He therefore had reversed the credit of \$300 bringing the balance of new rent arrears since the previous order to \$2250.

I find the respondent in breach of her obligation to pay rent. The previous order shall remain in effect. An additional order shall issue requiring the respondent to pay \$2250. The applicant stated that the respondent had notified him by text message that she intended to vacate the premises by

April 30 but that he doubted her intentions as she had previously told him she intended to vacate in March. He therefore requested a termination order and eviction order. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2250 and terminating the tenancy agreement on April 30, 2014. An eviction order to be effective on May 1, 2014 shall be issued separately.

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Hal Logsdon  
Rental Officer