

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and
MARINO CASEBEER, 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:

NORTHERN PROPERTY REIT

Applicant/Landlord

- and -

MARINO CASEBEER

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 one thousand two hundred forty five dollars (\$1245.00).
2. Pursuant to section 45(4)(d) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of propane fuel paid on his behalf in the amount of one hundred seventy four dollars and thirty seven cents (\$174.37).
3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall

comply with his obligation to pay for the cost of water for the premises.

4. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 997 Gitzel Street, Yellowknife, NT shall be terminated on January 10, 2003 unless the respondent makes payment to the applicant of no less than one thousand five hundred nineteen dollars and thirty seven cents (\$1519.37).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of December, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and
MARINO CASEBEER, 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:

NORTHERN PROPERTY REIT

Applicant/Landlord

-and-

MARINO CASEBEER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 10, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sharon Hysert, representing the applicant
Lucy Gillard, representing the applicant
Marino Casebeer, respondent

Date of Decision: December 12, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for water and propane for the premises. The applicant sought an order requiring the respondent to pay rent arrears, requiring the respondent to comply with his obligation to pay the cost of utilities and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant rent statement which indicated a balance of rent owing in the amount of \$1245. The applicant indicated that the balance represents the December, 2002 rent which remains unpaid.

The applicant also produced a memo from the City of Yellowknife indicating that the water account for the respondent was in arrears of \$999.69 as at November 21, 2002 and that the arrears may be transferred to the property taxes of the applicant. The applicant indicated that no transfer to taxes had occurred to date.

The applicant provided a copy of a memo from the propane supplier dated December 9, 2002 indicating that the respondent's account had been sent to collections and confirming the arrangements made by the applicant to open an account in their name to avoid interruption of service. The memo also indicated that the cost of propane for November, 2002 was \$174.37.

The respondent did not dispute the allegations but indicated that he had been without full-time

employment for some months and was having difficulty meeting his financial obligations. The applicant provided payment documents which indicated that he had made recent payments to the propane supplier and to the City of Yellowknife for water charges. He also noted that he has managed to make regular payments of rent despite his financial problems and that the landlord holds a security deposit of \$1245. He indicated that he had recently qualified for income support and that they will pay for his full rent and utilities. He pledged to pay the arrears, including the water account to the best of his ability.

The respondent has made frequent payments of rent throughout the past 10 months, albeit not always in a timely manner. He is currently in arrears only for the current month. The applicant acknowledged that, other than problems regarding rent and utility payment, the respondent is a good tenant. The pattern of payments indicates to me a willingness to meet his obligations. The failure of the respondent to pay the water bills, an obligation of the tenant in the written tenancy agreement, is understandably a concern of the landlord, as the arrears may soon become the liability of the landlord. In my opinion, a remedy is required to protect the landlord from additional loss while providing an opportunity for the tenant to resolve the arrears problem.

In my opinion, there are sufficient grounds to terminate the tenancy agreement if the arrears situation is not addressed by the respondent. I think it is reasonable to order the termination of the tenancy agreement on January 10, 2003 unless the respondent pays the applicant the full amount of the current arrears (\$1245), the current propane charges (\$174.37) and no less than \$100 toward the January, 2003 rent. In addition, the order shall require the respondent to comply

with his obligations to pay for water for the rental premises.

Should the respondent make sufficient payments by January 10, 2003 to allow the tenancy agreement to continue, I leave it to the parties to determine a reasonable schedule of payments for the remainder of the arrears. Should the respondent's indebtedness to the applicant exceed one month's rent (including any amounts which may be transferred from the respondent's water account to the applicant's taxes or any unpaid amounts for propane paid on behalf of the respondent), the applicant may file an application seeking termination of the tenancy agreement and payment of any additional amounts.

An order shall be issued requiring the respondent to pay rent arrears of \$1245 and costs of propane of \$174.37 and terminating the tenancy agreement on January 10, 2003 unless the respondent pays the applicant at least \$1519.37 (representing rent arrears of \$1245, propane costs of \$174.37 and \$100 of the January, 2003 rent).

Hal Logsdon
Rental Officer