

IN THE MATTER between **GWICH'IN PROPERTIES LIMITED**, Applicant, and  
**JASON STRONG**, 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 **INUVIK, NT.**

BETWEEN:

**GWICH'IN PROPERTIES LIMITED**

Applicant/Landlord

- and -

**JASON STRONG**

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 four thousand two hundred seventy dollars (\$4270.00).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of January,  
2003.

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Hal Logsdon  
Rental Officer

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

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BETWEEN:

**GWICH'IN PROPERTIES LIMITED**

Applicant/Landlord

-and-

**JASON STRONG**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 7, 2003

**Place of the Hearing:** Inuvik, NT via videoconference

**Appearances at Hearing:** Colum McCready, representing the applicant  
Jason Strong, respondent

**Date of Decision:** January 7, 2003

**REASONS FOR DECISION**

The respondent vacated the rental premises on November 15, 2002 after the applicant served a notice of early termination of the tenancy agreement, seeking vacant possession on November 19, 2002. The applicant alleged that the respondent had failed to pay the full amount of rent owing and sought an order requiring the respondent to pay the alleged rent arrears. The applicant provided a copy of the rent statement which indicated a balance of rent owing as at November 1, 2002 in the amount of \$4600. The applicant sought an order in that amount.

The respondent did not dispute the allegations.

I note that the applicant sought termination of the tenancy agreement through a notice of early termination and that the respondent complied with that notice by vacating the rental premises. The full rent of \$900 was charged for the month of November, 2002. In my opinion, rent should only accrue to the date of termination where the landlord has sought termination through a notice of early termination and the tenant has complied. Therefore I find the termination date of the tenancy agreement to be November 19, the November rent to be \$570 and the total amount of the rent arrears owing to be \$4270. In my opinion, there should be no consideration of damages related to rent which would have come due after November 19 had the tenancy continued.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$4270.

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Hal Logsdon  
Rental Officer