

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **ESTER RAYMOND**, 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:

902754 NWT LIMITED

Applicant/Landlord

- and -

ESTER RAYMOND

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 seven thousand seven hundred eighty four dollars and twenty one cents (\$7784.21).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties shall be terminated on January 31, 2004 and the respondent shall vacate the premises on that date unless the respondent pays the applicant at least one thousand eight hundred forty seven dollars and twenty one cents (\$1847.21).

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of December, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **ESTER RAYMOND**, 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:

902754 NWT LIMITED

Applicant/Landlord

-and-

ESTER RAYMOND

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 18, 2003

Place of the Hearing: Inuvik, NT via videoconference

Appearances at Hearing: Talal Khatib, representing the applicant
Ester Raymond, respondent

Date of Decision: December 18, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent.

The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent arrears which indicated a balance owing in the amount of \$9134.21 but testified that he was forgiving \$1350 and sought an order for the balance of \$7784.21.

He stated that he wished to provide the respondent reasonable time to find other accommodation. He stated he would be willing to permit her to continue the tenancy until she was able to locate other premises, provided the rent arrears did not increase.

The respondent did not dispute the allegations and stated that she was unable to afford the rent for the premises and was trying to locate less expensive or subsidized housing.

The parties agreed that an order terminating the tenancy agreement on January 31, 2004 unless the remainder of the December, 2003 rent (\$497.21) and the January, 2004 rent (\$1350) was paid in full was reasonable.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$7784.21. With the consent of both parties, an order shall issue requiring the

respondent to pay the rent arrears of \$7784.21 and terminating the tenancy agreement on January 31, 2004 unless the respondent pays the applicant at least \$1847.21.

Hal Logsdon
Rental Officer