

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and
WAHIDAH FARHAN, 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 -

WAHIDAH FARHAN

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 sixty five dollars (\$2065.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as G313, 900 Lanky Court, Yellowknife, NT shall be terminated on May 4, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears, balance of the security deposit and rent for May, 2004 in the total amount of four thousand two hundred sixty five dollars (\$4265.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of April,
2004.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY REIT

Applicant/Landlord

-and-

WAHIDAH FARHAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 13, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant

Date of Decision: April 13, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on March 30, 2004 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent breached the tenancy agreement by failing to pay the full amount of rent, and failing to pay the balance of the required security deposit. The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2065. The applicant testified that the balance of the security deposit in the amount of \$800 had not been paid.

The applicant stated that the respondent's son had entered into an agreement with the applicant on March 24, 2004 to pay the rent arrears, rent for April and May and the outstanding security deposit in scheduled amounts by April 30, 2004. The applicant provided a copy of the signed agreement in evidence. The applicant stated that except for a late payment, the payments had been made in accordance with the agreement. The applicant stated that they would like the tenancy to continue provided the remainder of the scheduled payments were made in accordance with the agreement. The agreement requires three additional payments:

- 1) A payment of arrears on April 15, 2004 in the amount of \$2075.
- 2) A payment of the May, 2004 rent on April 30, 2004 in the amount of \$1400.
- 3) A payment of the outstanding security deposit balance on April 30, 2004 in the amount of \$800.

I find the applicant's rent statement in order and find rent arrears in the amount of \$2065. In my opinion, there are sufficient grounds to terminate the tenancy agreement on May 4, 2004 unless the rent arrears, security deposit balance and May, 2004 rent, totalling \$4265 is paid in full. The amount is calculated as follows and generally coincides with the agreement made with the respondent's son.

Rent arrears	\$2065
Security deposit	800
May/04 rent	<u>\$1400</u>
Total	\$4265

An order shall issue requiring the respondent to pay rent arrears in the amount of \$2065 and terminating the tenancy agreement between the parties on May 4, 2004 unless the respondent pays the applicant rent arrears, rent and security deposit in the amount of \$4265.

Hal Logsdon
Rental Officer