

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **NHAN DO**, 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 LIMITED PARTNERSHIP

Applicant/Landlord

- and -

NHAN DO

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 twenty five dollars (\$1025.00).
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 412 600 Gitzel Street, Yellowknife, NT shall be terminated on August 31, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of August,
2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **NHAN DO**, 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 LIMITED PARTNERSHIP

Applicant/Landlord

-and-

NHAN DO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 20, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rosetta Morales, representing the applicant
Connie Diener, representing the applicant

Date of Decision: August 21, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his 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, terminating the tenancy agreement and to pay future rent on time.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1125. The applicant stated that the security deposit had been paid in full. The statement included a debit of \$100 noted as an “Admin Fee for Visa”. The applicant was unable to determine what that charge was for. As only certain fees are permitted pursuant to the Act, I shall deny any relief for this fee. In other respects, I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1025.

The applicant noted that two previous orders have been issued since February, 2008 regarding the respondent’s failure to pay rent and asked that a termination order be issued without conditions. In my opinion, this request would not be unreasonable if it were not for the fact that the applicant asked for an order requiring the respondent to pay future rent on time. It may very well be that the respondent did not wish to contest the allegations and expected another conditional termination order based on the content of the application. I suggest that the applicant be more concise as to the

remedies outlined in their applications. There are certainly grounds to issue an order terminating the tenancy agreement unless the rent arrears are paid in full and I shall do so. There is no reason to issue another order requiring the respondent to pay future rent on time. That has already been done.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1025 and terminating the tenancy agreement on August 31, 2008 unless those arrears are paid in full.

Hal Logsdon
Rental Officer
