

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **SARA MURPHY**, 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 -

SARA MURPHY

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 four hundred ninety dollars (\$2490.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the applicant, the respondent and joint tenant Tyler Hein for the premises known as 301 5202-49th Street, Yellowknife, NT shall be terminated on September 10, 2008 and the respondent and joint tenant Tyler Hein shall vacate the premises on that date, unless the rent arrears and the rent for September, 2008 in the total amount of three thousand seven hundred thirty five dollars (\$3735.00) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

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

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

SARA MURPHY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 20, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rosette Morales, representing the applicant
Connie Diener, representing the applicant
Sara Murphy, respondent
Tyler Hein, joint tenant

Date of Decision: August 20, 2008

REASONS FOR DECISION

This application was filed naming Sara Murphy as the respondent although the tenancy agreement names Ms. Murphy and Tyler Hein as joint tenants. I note that Mr. Hein attended the hearing with the respondent.

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 and terminating the tenancy agreement unless the arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2490 which represented the full amount of the July and August rents. The ledger also indicates that no payments of rent have been made since June 6, 2008. The applicant stated that the security deposit had been paid in full. The monthly rent for the premises is \$1245.

The respondent did not dispute the allegations and stated that a family emergency had required her to travel, making it difficult to pay the rent for the previous months. She stated that she was a student and that only Mr. Hein was working. The respondent sought the agreement of the applicant to pay the rent arrears in monthly installments in order that the rent arrears could be paid by November, 2008. The applicant would not agree to extend the payment of the arrears over that period of time.

I find the statement in order and find the respondent in breach of the obligation to pay rent. I find the rent arrears to be \$2490.

In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears are paid in full. The applicant has been diligent in initiating collection action to mitigate loss. I do not believe they should be required to carry the tenants' arrears for another three months.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2490 and terminating the tenancy agreement on September 10, 2008 unless those rent arrears and the September, 2008 rent in the total amount of \$3735 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time. I note that although the application was not filed against Mr. Hein, should the tenancy agreement be terminated by this order, Mr. Hein shall also be required to vacate the premises.

This decision was made known to the parties and Mr. Hein at the conclusion of the hearing.

Hal Logsdon
Rental Officer
