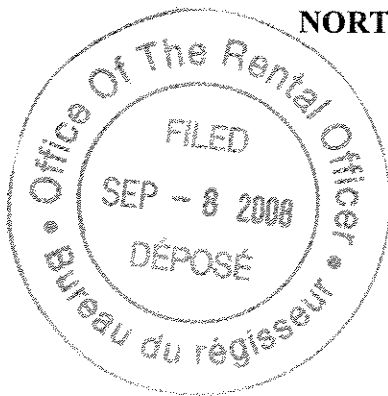


IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JEFFREY AMOS**, Respondent;

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 -

JEFFREY AMOS

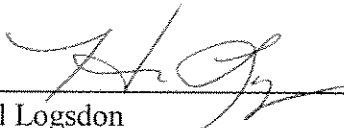
Respondent/Tenant

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 eight hundred twenty dollars (\$1820.00).
2. 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 3rd day of
September, 2008.



Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JEFFREY AMOS**, 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:

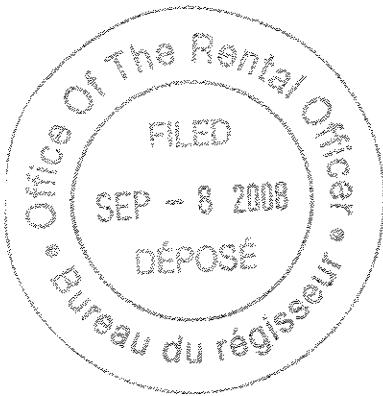
NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JEFFREY AMOS

Respondent/Tenant



REASONS FOR DECISION

Date of the Hearing: September 2, 2008

Place of the Hearing: Yellowknife, NT

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

Date of Decision: September 2, 2008

REASONS FOR DECISION

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. At the hearing, the applicant requested that the order also terminate the tenancy agreement unless the rent arrears were paid in full.


The applicant provided a statement in evidence that indicated a balance of rent owing in the amount of \$1820. The last payment of rent was made on August 27, 2008. The monthly rent for the premises is \$1200.

The respondent's representative, his son, did not dispute the allegations but stated that he had requested to be included on the tenancy agreement as a joint tenant so he could receive income assistance for the rent. A rental officer has no jurisdiction concerning the selection of prospective tenants. Whether or not the landlord wishes to enter into a new tenancy agreement with the respondent and his son as joint tenants is at the discretion of the landlord.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1820. In my opinion, there would be reasonable grounds to consider an order terminating the tenancy agreement unless the rent arrears were promptly paid except for the fact that the applicant failed to give any indication that they intended to pursue such a remedy until the hearing was held. On the contrary, the application specifically requested only an order requiring the respondent to pay

the rent arrears. Although the application notes section 54(1)(g), the applicant did not serve a notice of early termination which would have alerted the respondent as to the intention of the landlord to seek the termination of the tenancy agreement. Although a rental officer may issue orders that are not specifically contained in an application, in this case I do not believe it is appropriate to do so. In my opinion, there should be some indication, either on the application or by serving a notice of early termination, that the landlord intends to seek an order terminating the tenancy agreement. For these reasons I shall not consider the termination of the tenancy agreement at this time.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1820. Although the applicant did not request an order requiring the respondent to pay future rent on time, in my opinion, it is appropriate to issue that order also. The applicant may file another application seeking termination of the tenancy agreement if the rent arrears are not paid in a timely manner.



Hal Logsdon
Rental Officer