

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **LUCAS PINDAM**, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

- and -

LUCAS PINDAM

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 three thousand six hundred fifty five dollars (\$3655.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as Apartment 214, 5302 - 51st Street, Yellowknife, NT shall be terminated on March 1, 2009 and the respondent shall vacate the premises on that date, unless a payment of one thousand eight hundred dollars (\$1800.00) is made by the respondent to the applicant.

3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as Apartment 214, 5302 - 51st Street, Yellowknife, NT shall be terminated on March 31, 2009 and the respondent shall vacate the premises on that date unless the balance of the rent arrears and the March, 2009 rent in the amount of three thousand one hundred fifty dollars (\$3150.00) is paid in full.
4. 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 11th day of February, 2009.

Hal Logsdon
Rental Officer

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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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

-and-

LUCAS PINDAM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 10, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lindsey Dwojak, representing the applicant
Lucas Pindam, respondent

Date of Decision: February 10, 2009

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 and terminating the tenancy agreement unless the rent arrears were paid in full.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3655. The monthly rent for the premises is \$1295.

The respondent did not dispute the evidence and proposed to pay the monthly rent on time plus an additional \$400 until the rent arrears were paid in full. The applicant stated that they could not accept a repayment plan which took over nine months to retire the arrears and would prefer the rent arrears to be paid in full by March 31, 2009. The parties were unable to mutually agree on any repayment plan.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$3655.

In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid. In my opinion, the proposal made by the respondent puts the applicant at risk of further loss on an account which is already in considerable arrears.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$3655. An order shall issue requiring the respondent to pay the applicant at least \$1800 on or before March 1, 2009 otherwise the tenancy agreement shall be terminated on that date.

Provided the \$1800 payment is made, the respondent is ordered to pay the remaining balance of the arrears and the March, 2008 rent in the amount of \$3150 on or before March 31, 2009 otherwise the tenancy agreement shall be terminated on that date. Provided the tenancy agreement continues past March 31, 2009 the respondent is ordered to pay future rent on time.

This decision was made known the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer