

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **RICHARD FROMENT**, 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 -

RICHARD FROMENT

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 four thousand three hundred seventy two dollars and twenty eight cents (\$4372.28).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment A302, 900 Lanky Court, Yellowknife, NT shall be terminated on March 31, 2009 and the respondent shall vacate the premises on that date, unless the respondent pays the applicant no less than three thousand three hundred seventy dollars (\$3370.00).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of March,
2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

RICHARD FROMENT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 11, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Richard Froment, respondent

Date of Decision: March 11, 2009

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears are paid in full.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$4444.28.

The respondent did not dispute the allegations. The respondent stated that he would be able to pay \$3370 by March 31, 2009. The respondent stated that he would be in a position to determine how the remaining balance could be paid in early April, after a child support issue was resolved.

The applicant has applied late rent penalties of \$36 on two occasions. I am at a loss to determine how the applicant determines late rent penalties as they are neither consistently applied nor consistent with the *Residential Tenancies Act*. I have made this observation on numerous orders sought by the applicant and ask the applicant to apply late rent penalties in accordance with the Act or cease charging late rent penalties altogether. The late rent penalties are denied.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$4372.28 calculated as follows:

Balance as per statement	\$4444.28
Late rent penalties	<u>(72.00)</u>
Rent arrears	\$4372.28

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the respondent pays the applicant at least \$3370 on or before March 31, 2009. Provided the payment is made, the landlord is adequately protected from further loss. The parties should attempt to work out a mutually acceptable arrangement for the payment of the remaining arrears. If such an agreement can not be achieved, the applicant may file another application seeking further remedy.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4372.28 and terminating the tenancy agreement on March 31, 2009 unless the respondent pays the applicant no less than \$3370.

Hal Logsdon
Rental Officer