

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **WILLIAM HURST**, 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 **INUVIK, NT**.

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

WILLIAM HURST

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 ten dollars and seventy three cents (\$1810.73).
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 116, 20 Boot Lake Road, Inuvik, NT shall be terminated on March 31, 2009 and the respondent shall vacate the premises on that date, unless the respondent pays the applicant at least one thousand two hundred dollars (\$1200.00).

3. 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 116, 20 Boot Lake Road, Inuvik, NT shall be terminated on April 17, 2009 and the respondent shall vacate the premises on that date, unless the respondent pays the applicant the balance of the rent arrears and the rent for April, 2009 in the total amount of one thousand seven hundred ten dollars and seventy three cents (\$1710.73).
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 24th day of March, 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:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

WILLIAM HURST

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 19, 2009

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lee Smallwood, representing the applicant
William Hurst, respondent

Date of Decision: March 19, 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.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2235.73.

The respondent did not dispute the allegations and stated that he could pay \$1200 forthwith and the balance of arrears including the April, 2009 rent on or before April 17, 2009. The respondent agreed to continue the tenancy agreement provided the arrears and the April, 2009 rent were paid in this manner.

The rent statement contains five debits of \$25 each, representing late rent penalties. Section 41 of the *Residential Tenancies Act* sets out the permitted penalty for late rent as an interest rate. As the penalty charged by the applicant is not consistent with the Act, the penalties charged shall be denied.

The tenancy agreement between the parties sets out the monthly rent as \$1150 composed of basic rent of \$1100 and an additional monthly charge of \$50 for the privilege of keeping a pet in the premises. The pet charge ceased in May 2007. The charge was applied again from September, 2008 to and including February 2009, a total of \$300. The respondent stated that he had not kept

a pet on the premises since April, 2007. The applicant was unsure why the charge had been reinstated. The pet charges totalling \$300 are therefore denied.

I find the respondent in breach of his obligation to pay rent and find rent arrears in the amount of \$1810.73 calculated as follows:

Balance as per statement	\$2235.73
Less rent penalties	(125.00)
Less pet fees	<u>(300.00)</u>
Amount owing applicant	\$1810.73

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent is promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1810.73. The tenancy agreement shall be terminated on March 31, 2009 unless at least \$1200 of the arrears are paid on or before that date. The tenancy agreement shall be terminated on April 17, 2009 unless the remainder of the arrears (\$610.73) and the April, 2009 rent (\$1100.00) is paid on or before that date. I calculate these amounts as follows:

Rent arrears	\$1810.73
Payment due March 31/09	<u>(1200.00)</u>
Balance	\$610.73
Plus April/09 rent	<u>1100.00</u>
Payment due April 17/09	\$1710.73

Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer