

IN THE MATTER between **J.V. ENTERPRISES NWT LTD.**, Applicant, and **JUDITH GALE**, 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 **FORT SMITH, NT.**

BETWEEN:

J.V. ENTERPRISES NWT LTD.

Applicant/Landlord

- and -

JUDITH GALE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears and rent for the period July 1-6, 2009 in the amount of one thousand nine hundred nineteen dollars and thirty five cents (\$1919.35).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as 31 Cumming Avenue, Fort Smith, NT shall be terminated on July 6, 2009 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of June, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **J.V. ENTERPRISES NWT LTD.**, Applicant, and **JUDITH GALE**, 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:

J.V. ENTERPRISES NWT LTD.

Applicant/Landlord

-and-

JUDITH GALE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 26, 2009

Place of the Hearing: Fort Smith, NT via teleconference

Appearances at Hearing: Ellen Vogt, representing the applicant
Judith Gale, respondent

Date of Decision: June 26, 2009

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant testified that the rent for May and June, 2009 had not been paid and that only 50% of the required security deposit had been provided. The monthly rent for the premises is \$875 and the required security deposit is \$875. The tenancy agreement commenced on February 1, 2009.

A previous order (file #10-10760 filed on April 9, 2009) required the respondent to pay rent arrears and terminated the tenancy agreement unless the arrears were paid by April 30, 2009.

That order was satisfied and the tenancy agreement continued.

The respondent did not dispute the allegations and stated that she could move out on the 4th or 5th of July, 2009.

I find the respondent in breach of her obligation to pay rent and her obligation to provide the required security deposit. I find the rent arrears to be \$1750. In my opinion, there are sufficient grounds to terminate the tenancy agreement. The respondent shall be permitted to occupy the premises until July 6, 2009 but shall pay the applicant rent for those days in the amount of

\$169.35. Although this rent is not yet due, I do not think it is unreasonable in the circumstances to add it to the rent arrears and order it to be paid.

An order shall issue requiring the respondent to pay the applicant \$1919.35 and terminating the tenancy agreement on July 6, 2009.

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

Hal Logsdon
Rental Officer