

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **LARRY HERON**, 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 -

LARRY HERON

Respondent/Tenant

INTERIM 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 eight hundred ninety dollars (\$4890.00).
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 106, 5202 - 49th Street, Yellowknife, NT shall be terminated on August 26, 2009 and the respondent shall vacate the premises on that date, unless a payment of no less than one thousand three hundred twenty five dollars (\$1325.00) is made to the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of August,
2009.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

LARRY HERON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 5, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sylvia Siemens, representing the applicant
Larry Heron, respondent

Date of Decision: August 5, 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 arrears were promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$4890. The monthly rent for the premises is \$1325.

The respondent did not dispute the allegations. He stated that he had been unable to work because of illness and was now receiving disability payments. The respondent also stated that he was applying for assistance through the *Income Security Program* and had an appointment to file an application for assistance in several days. He stated that he could pay \$1325 on or before August 26, 2009 but was uncertain if he would receive additional assistance.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$4890. There are certainly adequate grounds to terminate this tenancy agreement. The rent is over three months in arrears and the current income of the respondent is not sufficient to pay the monthly rent. However, in my opinion, the respondent should be given an opportunity to seek additional assistance provided the landlord is not subjected to additional loss. I note that the landlord holds a security deposit of \$1245.

In my opinion, it is reasonable to issue an interim order terminating the tenancy agreement on August 26, 2009 unless the respondent pays the applicant at least \$1325 and adjourn this matter to that date to give the respondent an opportunity to determine if additional assistance is going to be forthcoming and if so, determine how the remainder of the rent arrears may be retired.

An interim order shall issue requiring the respondent to pay rent arrears in the amount of \$4890 and terminating the tenancy agreement on August 26, 2009 unless the respondent pays the applicant at least \$1325 of the rent arrears. The matter shall be adjourned to August 26, 2009 at 1:30 PM in the large boardroom, 3rd Floor, YK Centre East. No further notices will be issued.

Hal Logsdon
Rental Officer