

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

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 83(2) & 41(4)(a) of the *Residential Tenancies Act*, the previous interim order (file #10-10860, filed on August 6, 2009) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of five hundred forty dollars (\$540.00).
2. 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 3rd day of
September, 2009.

Hal Logsdon
Rental Officer

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.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

LARRY HERON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 26, 2009

Place of the Hearing: Yellowknife, NT

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

Date of Decision: August 26, 2009

REASONS FOR DECISION

This application was filed on May 14, 2009 seeking payment of alleged rent arrears and termination of the tenancy agreement. The matter was scheduled to be heard on June 24, 2009 but service of the Notice of Attendance on the respondent was not accomplished. When the matter was heard on August 5, 2009 the rent arrears were found to be \$4890. Because the respondent was solely dependent on disability and other forms of assistance and was waiting for the approval of some of that assistance, an interim order was issued requiring the payment of the arrears and terminating the tenancy agreement on August 26, 2009 unless at least \$1325 was paid. The matter was adjourned to August 26, 2009 to determine how the remainder of the arrears might be paid or if the tenancy agreement should be terminated.

On August 26, 2009 the applicant stated that a payment of \$1350 had been paid bringing the balance owing to \$3540. The applicant stated that she had also received a letter of commitment from Yellowknife Health and Social Services to pay \$3000 on behalf of the respondent. After the application of that payment the balance will be reduced to \$540. The applicant requested an order for \$540, termination of the tenancy agreement if that amount was not promptly paid and an order to pay future rent on time.

The respondent believes he can manage the monthly rent and pay the rent arrears on the assistance he is presently receiving. The applicant holds a security deposit of \$1245 and accrued interest of approximately \$62. Because the rent arrears (considering the pending \$3000 payment)

are considerably less than the security deposit and the respondent now appears to have adequate assistance to enable him to pay the rent each month, I do not think a conditional termination order is required to protect the landlord from financial loss. Should the rent arrears increase or not be paid in a reasonable period of time, the applicant may file another application seeking additional relief including termination of the tenancy agreement.

An order shall issue rescinding the previous interim order and requiring the respondent to pay the applicant rent arrears of \$540 and to pay future rent on time.

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

Hal Logsdon
Rental Officer