

IN THE MATTER between **LONA HEGEMAN**, Applicant, and **BLESSING TESAR AND JENNA CONRAD**, Respondents;

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:

**LONA HEGEMAN**

Applicant/Landlord

- and -

**BLESSING TESAR AND JENNA CONRAD**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to pay for water and electricity during the term of the tenancy agreement by paying all outstanding charges for water and electricity.
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to maintain the premises in an ordinary state of cleanliness by removing and disposing of garbage and discarded material from in and around the rental premises on or before March 31, 2010 and ensuring that the interior and exterior of the premises is kept in a state of ordinary cleanliness.

3. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three thousand five hundred eighty five dollars (\$3585.00).
4. 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 215 Fairchild Crescent, Yellowknife, NT shall be terminated on April 12, 2010 and the respondents shall vacate the premises on that date, unless the rent arrears and the April, 2010 rent in the amount of four thousand nine hundred eighty five dollars (\$4985.00) are paid in full.
5. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of March, 2010.

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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");

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BETWEEN:

**LONA HEGEMAN**

Applicant/Landlord

-and-

**BLESSING TESAR AND JENNA CONRAD**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 24, 2010

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Trisha DaCorte, representing the applicant  
Blessing Tesar, respondent

**Date of Decision:** March 26, 2010

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent, failing to pay for water and electricity and failing to maintain the premises in a reasonable state of cleanliness. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement.

The written tenancy agreement between the parties sets out the monthly rent as \$1400. The tenants are responsible for the payment of electricity, heat and water during the term of the tenancy agreement.

The applicant's representative testified that the current arrears of rent were \$3585 consisting of the following unpaid amounts:

January/2010	\$785
February/2010	1400
March/2010	<u>1400</u>
Total	\$3585

The applicant's representative also stated that there were outstanding amounts due to the City of Yellowknife for water. A statement of the water account was provided in evidence indicating an outstanding balance of \$249.77. She also stated that it was her understanding that the respondents' account for electricity was also in serious arrears and that the supplier was planning to install a load limiter if some arrangements for payment were not forthcoming.

The applicant's representative stated that the premises were not in a reasonable state of cleanliness. She stated that the carpets had been soaked with dog urine and the yard littered with garbage and discarded junk. Photographs of the premises were provided in evidence showing piles of garbage bags and other junk around the premises. The applicant's representative stated that the condominium corporation had served notice that they intended to take action against the owner if the property was not cleaned up.

The applicant's representative stated that, as the landlord's property manager, she had tried her best to allow this tenancy to continue but she and the landlord had serious concerns about the condition of the property and doubts about the respondents' financial ability to pay the rent and utilities.

The respondent did not dispute the allegations. The respondent stated that she had spoken to a representative of the condominium corporation and had made plans to immediately clean up the property. She stated that she had cleaned the carpet. The respondent also stated that she had made payment arrangements with the electricity supplier who was no longer scheduled to install the load limiter. She pledged to make similar arrangements with the City of Yellowknife for the water arrears. The respondent stated that she would pay \$1700 of the rent arrears immediately and could pay the remainder by April 8, 2010.

One can readily understand the applicant's concerns. While it does appear that the respondents have begun to remedy the numerous breaches of the tenancy, if this tenancy is to continue, the

respondents must take prompt action to resolve these matters in order to eliminate additional injury to the landlord.

An order shall issue requiring the respondents to comply with their obligation to pay for utilities, clean up the garbage and debris from the yard on or before March 31, 2010 and continue to maintain the premises, inside and outside, in a reasonable state of cleanliness. The respondents shall be ordered to pay the rent arrears of \$3585. The tenancy agreement shall be terminated by order on April 12, 2010 unless the rent arrears and the April, 2010 rent in the total amount of \$4985 are paid in full. Should this tenancy agreement continue, the respondents are ordered to pay future rent on time.

If the respondents fail to make reasonable progress to pay the outstanding arrears for water and electricity, the landlord may file another application seeking further relief.

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Hal Logsdon  
Rental Officer