

IN THE MATTER between **PEARL HERON**, Applicant, and **DELORES BURKE**,
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:

PEARL HERON

Applicant/Landlord

- and -

DELORES BURKE

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 two thousand dollars (\$2000.00).
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 31 Tamarac Crescent, Fort Smith, NT shall be terminated on June 4, 2010 and the respondent shall vacate the premises on that date, unless payments totalling at least one thousand dollars are made to the applicant.
3. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy

agreement between the parties for the premises known as 31 Tamarac Crescent, Fort Smith, NT shall be terminated on June 30, 2010 and the respondent shall vacate the premises on that date unless the remainder of the rent arrears and the rent for June, 2010 in the total amount of two thousand dollars (\$2000.00) are paid to the applicant.

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 25th day of May, 2010.

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:

PEARL HERON

Applicant/Landlord

-and-

DELORES BURKE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 25, 2010

Place of the Hearing: Fort Smith, NT via teleconference

Appearances at Hearing: Pearl Heron, applicant
Delores Burke, respondent

Date of Decision: May 25, 2010

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 testified that no rent had been paid for the months of April and May, 2010. The monthly rent for the premises is \$1000 resulting in rent arrears of \$2000.

The respondent did not dispute the allegations but stated that she had experienced problems with the heating system and was not satisfied with the applicant's efforts to repair the system. She stated that she was not withholding rent and could pay the April rent immediately and pay the May and June rent on or before June 30, 2010.

The applicant stated that she was willing to continue the tenancy to the end of the term provided she received the April rent promptly and the May and June rent were paid in full by June 30, 2010.

Not having an application from the tenant, I can not consider the allegation that the landlord has breached her obligation to maintain the premises. However, she may file an application should she feel the landlord's obligation to repair has not been met.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2000.

In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in accordance with the agreement made between the parties.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2000. The tenancy agreement will be terminated on June 4, 2010 unless at least \$1000 of those arrears are paid by that date. The tenancy agreement will be terminated on June 30, 2010 unless the remaining arrears and the June, 2010 rent in the amount of \$2000 is paid in full. The order shall also require the respondent to pay future rent on time.

Hal Logsdon
Rental Officer