

IN THE MATTER between **KIMBERLY FAIRMAN AND FRASER FAIRMAN**,
Applicants, and **VERA MORIN**, 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:

KIMBERLY FAIRMAN AND FRASER FAIRMAN

Applicants/Landlords

- and -

VERA MORIN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicants rent arrears in the amount of four hundred sixty seven dollars (\$467.00).
2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Suite A, 4500 - 49th Avenue, Yellowknife, NT shall be terminated on June 20, 2010 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of June,
2010.

Hal Logsdon
Rental Officer

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BETWEEN:

KIMBERLY FAIRMAN AND FRASER FAIRMAN

Applicants/Landlords

-and-

VERA MORIN

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REASONS FOR DECISION

Date of the Hearing: June 16, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Kimberly Fairman, applicant
Fraser Fairman, applicant
Vera Morin, respondent (by telephone)

Date of Decision: June 16, 2010

REASONS FOR DECISION

The applicants alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent and by disturbing the landlords' quiet enjoyment of the residential complex. The applicants sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The monthly rent for the premises is \$1000. The applicants testified that the parties had mutually agreed through e-mail correspondence that the tenancy agreement would terminate on June 15, 2010 and the respondent would vacate the premises on that date. The applicants agreed to charge only \$500 for the June rent on the basis that the respondent would vacate on the agreed upon date. The applicants stated that only \$200 had been received, leaving a balance of rent owing of \$300. The respondent is still in possession.

The applicants also testified that the respondent had failed to provide any of the required security deposit.

The applicants alleged that the respondent had entered their premises on several occasions without permission, asking to borrow wine and on one occasion, left the shared laundry facilities in an extremely unsanitary condition.

The applicants testified that an extremely unpleasant smell had developed in the respondent's

premises which had permeated the entire house.

The respondent did not dispute the allegations concerning the rent arrears or the security deposit but stated that she thought the odour was now eliminated. The respondent acknowledged that she wished to end the tenancy agreement and only wanted a few more days to move as she was having some difficulties arranging for a truck.

It appears that both parties wish to end this tenancy agreement but the e-mail correspondence between them does not, in my opinion, constitute a mutual agreement to terminate as outlined in the *Residential Tenancies Act* as it is not in writing.

In my opinion, there are sufficient grounds to terminate the tenancy agreement for disturbance so I shall issue an order giving the respondent the few extra days she claims she needs to move. An order shall issue terminating the tenancy agreement on June 20, 2010. An order shall also issue requiring the respondent to pay rent to that day. Taking into consideration the \$200 already paid for June, 2010 I find that amount to be \$467 calculated as follows:

(20days/30days) x \$1000 =	\$667
Less pmt	<u>(200)</u>
Amount due applicant	\$467

Hal Logsdon
Rental Officer