

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **MARY (MAY) GREENLAND**, 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 **INUVIK, NT.**

BETWEEN:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

- and -

MARY (MAY) GREENLAND

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 eight hundred twenty four dollars and nineteen cents (\$2824.19).
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 8, 40 Tununuk Place, Inuvik, NT shall be terminated on June 30, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

3. 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 11th day of June, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **MARY (MAY) GREENLAND**, 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:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

-and-

MARY (MAY) GREENLAND

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **June 11, 2010**

Place of the Hearing: **Inuvik, NT via teleconference**

Appearances at Hearing: **Lois Kathrens, representing the applicant**

Date of Decision: **June 11, 2010**

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

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 a tenancy agreement between the parties commenced on January 6, 2010 for unit #32. The monthly rent for the premises was \$1400 but a reduction of \$100 was granted in January due to a water leak. The full \$1400 security deposit was provided on January 21, 2010. That tenancy agreement was terminated on March 1, 2010 when the respondent moved into unit #8. The security deposit principal and interest were transferred to unit #8. The monthly rent for unit #8 was also \$1400.

The applicant provided a record of all rent payments collected for both of these tenancy agreements which totalled \$6250. The applicant testified that included in that amount was the security deposit of \$1400. The applicant also testified that a \$400 rent payment had been received on May 17, 2010 which was not recorded on the rent payment record. Adjusting the balance for these items results in total rent paid of \$5250, calculated as follows:

Total rent paid as per statement	\$6250
Less security deposit	(1400)
Plus unrecorded payment	<u>400</u>
Total rent paid	\$5250

Subtracting the total amount of rent paid from the total rent charged and adjusting for the partial month of January, 2010 I find rent arrears of \$2824.19 calculated as follows:

Rent, January-June, 2010 @ \$1400/month	\$8400.00
Less rent for 5 days in January/10	(225.81)
Less \$100 reduction for January/10	(100.00)
Less total rent payments made	<u>(5250.00)</u>
Rent owing applicant	\$2824.19

I find the respondent in breach of her obligation to pay rent. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2824.19 and terminating the tenancy agreement on June 30, 2010 unless the arrears are paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer