

IN THE MATTER between **J & J ACCOMMODATIONS**, Applicant, and **RICKY FIRTH**, 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:

J & J ACCOMMODATIONS

Applicant/Landlord

- and -

RICKY FIRTH

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 fifteen thousand dollars (\$15,000.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for premises known as 256 Mackenzie Road, Inuvik, NT shall be terminated on July 31, 2010 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of July, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **J & J ACCOMMODATIONS**, Applicant, and **RICKY FIRTH**, 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:

J & J ACCOMMODATIONS

Applicant/Landlord

-and-

RICKY FIRTH

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REASONS FOR DECISION

Date of the Hearing: July 14, 2010

Place of the Hearing: Inuvik, NT, via teleconference

Appearances at Hearing: Mary Beckett, representing the applicant
Ricky Firth, respondent

Date of Decision: July 14, 2010

REASONS FOR DECISION

The application was filed naming Ricky Firth and Deanna Laroque as respondents/tenants.

However, the tenancy agreement indicates that Ricky Firth is the sole tenant and Deanna Laroque is named only as an authorized occupant. Therefore Ms Laroque is not a party to the tenancy agreement and this order shall be made naming Ricky Firth as sole tenant.

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 withdrew the allegation of disturbances contained in the application as she had no direct knowledge of any disturbances.

The applicant testified that no rent had been paid since September, 2009 and that the rent for the premises was \$1500/month. The applicant sought relief for 10 months of unpaid rent or \$15,000. The applicant stated that she held a security deposit of \$750.

The respondent did not dispute the allegations. He stated that the premises were in need of repair and that he did not get along with the former agent of the landlord. The respondent stated that the landlord's former agent would not speak to him or accept rent payments from him. The respondent stated that he tried to give the former agent a bank draft in August, 2009 but the agent would not accept it. The respondent acknowledged that he had not attempted to make any payments to the new agent since she took over on June 1, 2010.

The respondent can not use any failure of the landlord to maintain the premises as a defence for non-payment of rent. A remedy for the landlord's failure to maintain the premises must be sought through an application to a rental officer.

I find the respondent's testimony regarding the landlord's alleged refusal to accept rent payments difficult to believe. It is not logical that a landlord would refuse to accept rent and then proceed to enforce the right to be paid rent through an application to a rental officer. While it may be true that the parties are not on speaking terms, there are ways that rent can be paid without any face to face encounter, such as the mail. In my opinion, the respondent has not made any reasonable effort to pay rent since September, 2009.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$15,000 calculated as follows:

Rent, October 1, 2009 to July 31, 2010 @ \$1500/month	
10 months x \$1500/month	\$15,000.00

In my opinion there are sufficient grounds to terminate the tenancy agreement. An order shall issue requiring the respondent to pay the applicant rent arrears of \$15,000 and terminating the tenancy agreement on July 31, 2010.

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

Hal Logsdon
Rental Officer