

IN THE MATTER between **TINA LORENZEN**, Applicant, and **JANICE PICKERING**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **NORMAN WELLS, NT.**

BETWEEN:

**TINA LORENZEN**

Applicant/Landlord

- and -

**JANICE PICKERING**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

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

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Hal Logsdon  
Rental Officer

IN THE MATTER between **TINA LORENZEN**, Applicant, and **JANICE PICKERING**, 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:

**TINA LORENZEN**

Applicant/Landlord

-and-

**JANICE PICKERING**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 14, 2010

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

**Appearances at Hearing:** Tina Lorenzen, applicant  
Janice Pickering, respondent

**Date of Decision:** September 14, 2010

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay for utilities during the term of the tenancy agreement and by failing to repair damages to the rental premises. The applicant sought an order terminating the tenancy agreement.

The tenancy agreement commenced on January 15, 2010 and was made for a six month term.

The respondent did not give written notice to terminate the tenancy agreement at the end of the term nor did the parties enter into another term agreement. Therefore the tenancy agreement was automatically renewed as a monthly agreement on July 16, 2010.

On August 17, 2010 the applicant served a *Notice of Early Termination* on the respondent seeking vacant possession on August 27, 2010. The reasons stated were repeated non-payment of rent and failure to comply with an order to repair damages. There is no evidence of a previous repair order being issued. The applicant did not provide any evidence that rent had not been paid.

The applicant stated that all of the utility bills had now been paid in full by the respondent and that the utility account had been transferred to the respondent's name. The applicant also stated that all of the alleged damages had been repaired to her satisfaction. The applicant also stated that she wished to sell the premises and had a prospective buyer who wanted to live in the house. She stated that she required possession so she could sell the premises.

The respondent stated that she did not believe that some of the repairs were made necessary because of her negligence but nevertheless had repaired all of them. She acknowledged that the utility bills had now been paid in full and that the account had been transferred to her name.

There is no doubt that the respondent was in breach of her tenancy agreement by failing to pay for utilities. The written tenancy agreement clearly indicates the tenant's obligation to establish an account and pay for utilities during the term.

It appears to me from the evidence that any delay in attending to the repairs was caused primarily by the contractor who was selected by the applicant, not the respondent. The contractor did an estimate and generated a work order in May but the work was not completed until August 31, 2010. The respondent has fulfilled her obligation to repair the damages. The delay in doing so does not appear to be of her making.

In my opinion, it is not reasonable to terminate this tenancy agreement for the causes included in the applicant's application. The tenant has remedied the alleged breaches of the tenancy agreement and is currently in compliance with her obligations. It is apparent that the applicant wishes to terminate this agreement now because she wants to sell the premises and requires vacant possession. There is a process for this pursuant to section 58 of the *Residential Tenancies Act*. There are not sufficient grounds, in my opinion, to terminate the tenancy agreement for cause.

The application shall be dismissed.

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Hal Logsdon  
Rental Officer