

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JANICE HAGEN**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

JANICE HAGEN

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 nine hundred fifty two dollars and five cents (\$2952.05).
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 104, 5212 - 51st Street, Yellowknife, NT shall be terminated on November 3, 2010 and the respondent shall vacate the rental premises on that date, unless payments of at least one thousand one hundred ninety five dollars (\$1195.00) have been made to the applicant.

3. 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 104, 5212 - 51st Street, Yellowknife, NT shall be terminated on December 3, 2010 and the respondent shall vacate the rental premises on that date, unless additional payments of at least two thousand six hundred ninety five dollars (\$2695.00) have been made to the applicant.
4. 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 104, 5212 - 51st Street, Yellowknife, NT shall be terminated on December 15, 2010 and the respondent shall vacate the rental premises on that date, unless the rent arrears and the rent for November and December, 2010 have been paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of October, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JANICE HAGEN**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JANICE HAGEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 20, 2010**

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Crystal Mickle, representing the applicant
Janice Hagen, respondent

Date of Decision: **October 22, 2010**

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant also alleged that the respondent had impaired the safety of the landlord. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant stated that the respondent had threatened “to shoot us in the face if we attended the unit again to do a unit check.” The alleged threat was made during a phone conversation. The applicant’s representative did not have direct knowledge of the incident. The applicant stated that the incident was reported to the police and the landlord asked that a warning be issued rather than laying a charge.

The respondent denied that the conversation was threatening. She stated that she was aggravated by the landlord’s continued entry into the apartment without her consent or without notice. The respondent stated that the landlord has entered her apartment on six occasions without her permission at the time of entry and without notice. The respondent acknowledged that she was upset by the incidents and told the landlord “you are lucky this isn’t Texas or you might have been shot.” The respondent stated that the police did not consider it a threat and did not issue a warning to her.

The applicant provided a copy of the rent statement in evidence which indicated a balance of rent

owing in the amount of \$2952.05. The monthly rent for the premises is \$1160 however the rent will be increased to \$1195 effective November 1, 2010.

The respondent did not dispute the rent arrears. She stated that she was currently unemployed and disabled. She stated that she had applied for income support and expected that she would be receiving assistance for the November, 2010 rent and possibly some of the rent arrears. The respondent stated that her mother has recently passed away intestate and she was actively seeking to administer the estate which would provide her with more than adequate funds to pay the rent arrears.

There is not sufficient evidence to conclude that the statement made by the respondent constituted a threat. The person who received the alleged threat was not available at the hearing and no one else had direct knowledge of what was said except the respondent. If the statement was as the respondent testified, I do not see it as threatening. The respondent did not threaten to shot or injure anyone. It is understandable that the respondent was annoyed with the landlord's continual entry without permission or notice. I bring the applicant's attention to their obligations concerning entry contained in sections 26 and 27 of the *Residential Tenancies Act* and dismiss the allegations of impairment of the safety of the landlord.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2952.05. While I understand the difficulties of dealing with the estate of someone who dies intestate, it is not reasonable to simply let the arrears accumulate pending the outcome. No rent

has been paid by the applicant since August 13, 2010. In my opinion, if some time is to be granted to settle the estate, the landlord must be protected from further loss and the time permitted must not be prolonged.

Taking into consideration the November and December, 2010 rents I believe the following schedule of payments is reasonable:

<u>Date</u>	<u>Payment</u>	<u>Balance</u>
November 3/10	\$1195.00	\$2952.05 (includes Nov. rent)
November 15/10	\$1500.00	\$1452.05
December 3/10	\$1195.00	\$1452.05 (includes Dec. Rent)
December 15/10	\$1452.05	\$0

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2952.05. The tenancy agreement shall be terminated on November 3, 2010 unless the respondent pays the applicant at least \$1195. The tenancy agreement will be terminated on December 3, 2010 unless an additional \$2695 has been paid by that date. The tenancy agreement will be terminated on December 15, 2010 unless all of the rent arrears including the November and December, 2010 rents are paid in full.

Hal Logsdon
Rental Officer