

IN THE MATTER between **TINA LORENZEN AND DARCY LORENZEN**,  
Applicants, 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:

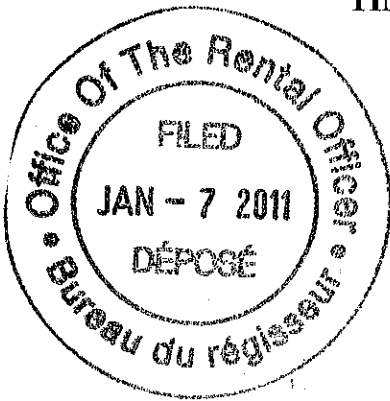
**TINA LORENZEN AND DARCY LORENZEN**

Applicants/Landlords

- and -

**JANICE PICKERING**

Respondent/Tenant

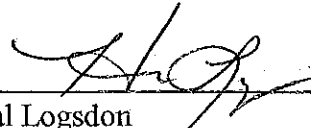


**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears and penalties for late rent in the amount of three thousand sixty five dollars (\$3065.00).
2. Pursuant to section 58(1.1)(a)(ii) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 1 Ptarmigan Avenue, Norman Wells, NT shall be terminated on January 31, 2011 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of January,  
2011.

  
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Hal Logsdon  
Rental Officer

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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:

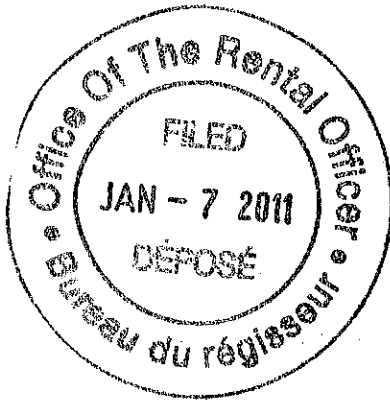
**TINA LORENZEN AND DARCY LORENZEN**

Applicants/Landlords

-and-

**JANICE PICKERING**

Respondent/Tenant



**REASONS FOR DECISION**

**Date of the Hearing:** January 6, 2011

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

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

**Date of Decision:** January 6, 2011

**REASONS FOR DECISION**

The applicants filed an application on October 22, 2010 seeking an order terminating the tenancy agreement because they wished to use the rental premises for their own residence. On November 16, 2010 the applicants filed another application seeking an order for payment of alleged rent arrears, termination of the tenancy agreement and eviction. Both applications refer to the same tenancy agreement and rental premises. With the consent of the parties, both matters were heard at a common hearing.

The applicants stated that they wished to use the premises for a residence for Darcy and their son and, at a latter date, the remainder of the family. The applicants stated that the tenancy agreement was initially made for a term ending in July, 2010 but had reverted to a monthly agreement on it's expiry.

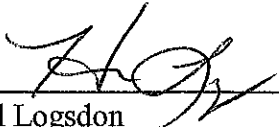
The applicants alleged that the respondent had failed to pay the full amount of rent for November and December, 2010 and January, 2011. The monthly rent for the premises is \$1200. The applicants alleged that the rent arrears, including penalties for late rent were \$3065 calculated as follows:

November/10 rent	\$1200
December/10 rent	1200
January/11 rent	1200
Pmt on December 1/10	(600)
Late rent penalty	<u>65</u>
Total	\$3065

The respondent did not dispute the amount of rent owing and stated that she would vacate the premises on or before January 31, 2011.

I find the respondent in breach of her obligation to pay rent and find the penalties for late rent to be in accordance with the *Residential Tenancies Act Regulations*. I find the rent arrears and penalties to be \$3065. It appears that the applicants do want to use the premises as their own residence. The Act permits a rental officer to issue an order terminating the tenancy agreement on the last day of a month at least 90 days after the filing date of the application. In this case that date would be January 31, 2011. In my opinion that is a reasonable date as the respondent has indicated that she has found other accommodation.

An order shall issue requiring the respondent to pay the applicants rent arrears and late rent penalties of \$3065 and terminating the tenancy agreement on January 31, 2011. The applicants shall apply any security deposit held to any repairs of damages and the remainder to the rent arrears and issue a statement in accordance with section 18 of the Act.

  
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Hal Logsdon  
Rental Officer