

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **HOA PHUOC DO**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

HOA PHUOC DO

Respondent/Tenant

EVICTON ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, the tenant shall be evicted from the premises known as Apartment 322, 5603 51A Avenue on February 7, 2011 unless the respondent pays the applicant the remaining rent arrears and rent for January and February, 2011 in the total amount of five thousand seventy nine dollars (\$5079.00).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of February,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **HOA PHUOC DO**, 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-

HOA PHUOC DO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 1, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rosetta Morales, representing the applicant
Hoa Phuoc Do, respondent

Date of Decision: February 2, 2011

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on December 31, 2010 by order when the respondent failed to pay the applicant rent arrears. The respondent remains in possession of the rental premises.

The respondent sought an order evicting the tenant from the premises but agreed to reinstate the tenancy agreement if the respondent paid the remaining rent arrears and rent for January and February, 2011.

The respondent did not dispute the allegations but stated that he was unable to pay the rent arrears and the January and February rents until the end of February, 2011. The applicant refused to reinstate the tenancy agreement unless those amounts were paid on or before February 7, 2011.

In my opinion, it is not unreasonable for the landlord to demand payment of the outstanding rent arrears and payment of the rent for January and February, 2011 before agreeing to reinstate the tenancy agreement. The previous order was based on the agreement of the parties that the tenancy agreement would continue if the rent arrears were paid by December 31, 2010. They have now almost doubled. In my opinion eviction is justified unless the outstanding balance, which I calculate as \$5079.00, is promptly paid.

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Rent arrears (to December 31, 2010)	\$2100.00
Compensation for use and occupation (January 1 - February 1, 2011)	1538.04
Remainder of February rent	1431.96
Penalty for late rent (January)	<u>9.00</u>
Total	\$5079.00

An order shall issue evicting the respondent on February 7, 2011 unless a payment of \$5079 is paid to the applicant.

Hal Logsdon
Rental Officer