

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **RENE BAUMGARTEN**, 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 -

RENE BAUMGARTEN

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 hundred sixty dollars and eighty six cents (\$260.86).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to pay for water during the term of the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of March,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **RENE BAUMGARTEN**, 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-

RENE BAUMGARTEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 23, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Rene Baumgarten, respondent

Date of Decision: February 23, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay for water during the term of the tenancy agreement. The applicant sought an order requiring the respondent to pay for water charges that had been paid on his behalf, terminating the tenancy agreement and evicting the respondent.

The tenancy agreement, which was made between the respondent and the former property owner obligates the tenant to pay all utility costs directly to the suppliers. The applicant provided a notice from the City of Yellowknife dated December 2, 2010 advising that the outstanding balance on the water account was \$1495.87 and that any balance would be transferred to taxes on December 31, 2010. The rental officer confirmed with the City of Yellowknife that \$1495.87 had been transferred to the applicant's taxes.

The applicant stated that they had received a payment of \$1235.01 from the former landlord in February, 2011 for water costs which had been previously paid to them by the respondent. That amount was credited to the respondent's current account, leaving a balance of \$285.86 which also contains \$25 in penalty charges for late rent.

Water charged paid on behalf of respondent	\$1495.87
Payment to former landlord applied to account	(1235.01)
Penalties for late rent	<u>25.00</u>
Balance as per current statement	\$285.86

The applicant agreed to waive the penalties bringing the balance owing to \$260.86.

The respondent did not dispute the allegations.

I find the respondent in breach of his obligation to pay for water during the term of the agreement. The outstanding amount is \$260.86 which is now considered rent in arrears since it is payable to the landlord. In my opinion, such a small amount does not warrant termination of the tenancy and eviction. An order shall issue requiring the respondent to pay the applicant \$260.86 and to comply with his obligation to establish an account for water with the City of Yellowknife and pay for water during the term of the tenancy .

Hal Logsdon
Rental Officer