

IN THE MATTER between **SUSAN KOVA'CS**, Applicant, and **NORTHERN PROPERTY**, 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 **INUVIK, NT.**

BETWEEN:

SUSAN KOVA'CS

Applicant/Tenant

- and -

NORTHERN PROPERTY

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of March, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **SUSAN KOVA'CS**, Applicant, and **NORTHERN PROPERTY**, 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:

SUSAN KOVA'CS

Applicant/Tenant

-and-

NORTHERN PROPERTY

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: March 10, 2011

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Susan Kova'cs, applicant
Lee Smallwood, representing the respondent

Date of Decision: March 10, 2011

REASONS FOR DECISION

The application is confusing in that it appears to set out a dispute between the parties dealing with employment rather than a residential tenancy dispute. At the hearing the applicant stated that she wished the tenancy agreement to be terminated on two grounds:

- a) That she did not feel secure in the premises because the landlord had entered her apartment without notice or permission, and
- b) That she lost her job and could not afford the rent for the premises.

The respondent objected to the application being heard because neither the allegations or the remedy sought were set out in the application. With respect, while I understand the respondent's objections, I do not feel the application need be dismissed for that reason. In my opinion there are no grounds to terminate the tenancy agreement for the following reasons:

- a) The matter concerning the landlord's alleged entry has already been determined (file 20-11977, filed on March 17, 2011). I found only that the landlord had entered the premises on one occasion to change the locks because the applicant had expressed her concern about security. Although the landlord failed to give the required notice or give permission, he was obviously responding to the applicant's concern about security. The landlord has taken reasonable and prompt action to address this concern. In my opinion, this does not constitute grounds to terminate the tenancy agreement.

- b) Loss of income is not a reason to terminate a tenancy agreement by order. There is no remedy set out in the Act for loss of income or inability to afford the rent.

For these reasons, the application shall be dismissed.

Hal Logsdon
Rental Officer