

IN THE MATTER between **PAUL CURREN AND JANE CURREN**, Applicants, and
GRACE LOREEN, 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:

PAUL CURREN AND JANE CURREN

Applicants/Landlords

- and -

GRACE LOREEN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicants rent arrears in the amount of three thousand two hundred sixty six dollars (\$3266.00).
2. Pursuant to section 54(4) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 8B Rycon Drive, Yellowknife, NT shall be terminated on January 5, 2013 and the respondent shall vacate the premises on that day.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of January,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **PAUL CURREN AND JANE CURREN**, Applicants, and
GRACE LOREEN, 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:

PAUL CURREN AND JANE CURREN

Applicants/Landlords

-and-

GRACE LOREEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 3, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Paul Curren, applicant
Jane Curren, applicant
Grace Loreen, respondent

Date of Decision: January 4, 2013

REASONS FOR DECISION

The tenancy agreement between the parties commenced on October 1, 2012 and was made for a term of fourteen months. The applicants alleged that the respondent had failed to pay rent and failed to pay the full amount of the required security deposit. The applicants sought an order requiring the respondent to pay the alleged rent arrears and the balance of the security deposit and terminating the tenancy agreement and evicting the respondent.

The applicants served a notice of early termination on the respondent on December 10, 2012 seeking vacant possession of the premises on December 21, 2012. The application was filed on December 11, 2012. The respondent remains in possession.

The monthly rent for the premises is \$1600. The applicants submitted that the October, 2012 rent was not paid until October 13, 2012 and the November, 2012 rent was not paid until November 12, 2012. The applicants stated that the December, 2012 rent and the January, 2013 rent had not been paid. The tenancy agreement between the parties obligates the tenant to pay rent in advance on the first day of every month.

The applicants stated that the respondent had previously agreed to vacate the premises on December 29, 2012 but had changed that commitment to December 31 and then again to January 3, 2013. The applicants stated that they were not confident that the respondent intended to move out even though they had made arrangements to permit her to store her personal goods in their garage to facilitate the move.

The applicants stated that 50% of the required \$1600 security deposit had been paid.

The respondent did not dispute the allegations and stated that she intended to vacate the premises on January 5, 2013.

I find the total rent arrears including penalties for late rent to be \$3266.

Late fees, October/12	\$15.00
Late fees, November/12	14.00
December/12 rent	1600.00
Late fees, December	37.00
January/13 rent	<u>1600.00</u>
Total	\$3266.00

In my opinion, there are sufficient grounds to terminate the tenancy agreement. An order shall issue requiring the respondent to pay the applicants rent arrears and penalties for late rent in the amount of \$3266 and terminating the tenancy agreement on January 5, 2013. There shall be no order regarding the security deposit given the impending date of the termination.

Leave is granted to make a future application for compensation for overholding and/or lost rent. The applicants shall, after applying the security deposit to any repair costs, apply any remaining balance to the satisfaction of this order.

An eviction order shall be issued separately.

Hal Logsdon
Rental Officer