

IN THE MATTER between **THE PARRY HOUSE APARTMENTS**, Applicant, and
DIANE ESSERY, 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:

THE PARRY HOUSE APARTMENTS

Applicant/Landlord

- and -

DIANE ESSERY

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 four thousand eight hundred twenty five dollars (\$4825.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 301, 5012 48th Street, Yellowknife, NT shall be terminated on April 15, 2013 and the respondent shall vacate the premises on that date.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **THE PARRY HOUSE APARTMENTS**, Applicant, and
DIANE ESSERY, 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:

THE PARRY HOUSE APARTMENTS

Applicant/Landlord

-and-

DIANE ESSERY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 3, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rachel Roemer, representing the applicant

Date of Decision: April 3, 2013

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of delivery but the respondent attended the rental office on March 27, 2013 to inquire about the hearing. She stated that she was unable to pick up the notice because she did not have sufficient identification. The respondent was provided with the date, location and time of the hearing. The respondent failed to appear at the hearing and the hearing was held in her absence. In my opinion it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The tenancy agreement was verbal. The applicant stated that the monthly rent for the premises was \$875. The applicant stated that only \$425 was paid in August 2012 and that no rent was paid in the months of September and October, 2012 and January, February and March, 2013 bringing the balance owing as at March 31, 2013 to \$4825. The applicant had no direct knowledge of the terms of the verbal agreement but stated that she believed the monthly rent was due in advance on the first day of the month. The applicant also stated that the respondent had indicated to her that she would be vacating the apartment on April 6.

The due date of rent is established by the tenancy agreement, not the Act.

41. (1) A tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.

In my opinion, there is not sufficient evidence to establish that the April, 2013 rent has become due.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$4825.

In my opinion there are sufficient grounds to terminate the tenancy agreement. An order shall issue requiring the respondent to pay the applicant rent arrears of \$4825 and terminating the tenancy agreement on April 15, 2013. An eviction order to be effective on April 16, 2013 shall be issued separately.

The applicant is granted leave to make a future application for rent arrears in April, 2013 based on the number of days the respondent remains in possession of the premises.

Hal Logsdon
Rental Officer