

IN THE MATTER between **KIM CHI LUONG**, Applicant, and **JULIE A THRASHER**, 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:

KIM CHI LUONG

Applicant/Landlord

- and -

JULIE A THRASHER

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 thousand six hundred forty one dollars (\$2641.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 424 Norseman Drive, Yellowknife, NT shall be terminated on March 27, 2015 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of March, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **KIM CHI LUONG**, Applicant, and **JULIE A THRASHER**, 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:

KIM CHI LUONG

Applicant/Landlord

-and-

JULIE A THRASHER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 11, 2015

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Kim Chi Luong, applicant

Date of Decision: March 11, 2015

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

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 parties entered into a one year term agreement commencing on October 15, 2014. The monthly rent for the premises is \$1300 due on the first day of every month. The applicant holds a security deposit of \$1300.

The respondent testified that the monthly rents for November and December, 2014 and February and March, 2015 were not paid on time. She testified that the respondent paid only \$1259 in February, 2015 and paid no rent at all in January and March, 2015 bringing the balance of rent owing to \$2641.

January/15 rent	\$1300
Balance of February/15 rent	41
March rent	<u>1300</u>
Total	\$2641

The applicant has sent numerous text messages to the respondent since January demanding the

outstanding rent. The applicant stated that she was asked to write a note “to whom it may concern” indicating the amount of the rent arrears. The note, dated February 11, 2015 was provided in evidence. She stated that she received a cheque directly from the *Income Security Program* for \$1259 on February 13. The applicant stated that she did not wish to continue the tenancy agreement even if the respondent paid the outstanding rent as she considered the respondent to be unreliable.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2641. 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 \$2641 and terminating the tenancy agreement on March 27, 2015. An eviction order to be effective on March 30, 2015 shall be issued separately.

Hal Logsdon
Rental Officer