

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **ARVIN LANDRY AND ALISSA LANDRY**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

ARVIN LANDRY AND ALISSA LANDRY

Respondents/Tenants

ORDER AND EVICTION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand two hundred sixty nine dollars (\$1269.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 5454 52nd Street, Yellowknife, NT shall be terminated on December 31, 2015 and the respondents shall vacate the premises on that date.

3. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondents shall be evicted from the premises known as 5454 52nd Street, Yellowknife, NT on January 2, 2016.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of November, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **ARVIN LANDRY AND ALISSA LANDRY**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

ARVIN LANDRY AND ALISSA LANDRY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 18, 2015

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Aya Burshan, representing the applicant
Arvin Landry, respondent

Date of Decision: November 20, 2015

REASONS FOR DECISION

The applicant requested that the style of cause of the application be amended to reflect the landlord's name as shown on the tenancy agreement. The style of cause has been amended accordingly.

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

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1269. The monthly rent for the premises is \$1845. The applicant noted that the respondents were constantly in arrears of rent and that the landlord had filed multiple applications and received previous orders regarding non-payment of rent. The applicant stated that they did not wish to continue the continual legal action in order to collect the rent.

The respondent did not dispute the allegations. He stated that he was the sole income earner in the household as his wife was unable to work. The respondent stated that he could pay all of the remaining rent arrears on November 20, 2015.

There have been five previous orders filed regarding non payment of rent by the respondents. The last order (file #10-14492, filed on January 30, 2015) ordered the payment of rent arrears in

monthly installments of \$650/month along with the monthly rent until the rent arrears were paid and terminated the tenancy agreement on April 30, 2015 unless the ordered payments of arrears and the monthly rent for February, March and April were paid on time. The rental officer did not issue an eviction order.

The respondents failed to pay the February, March or April rent on time as ordered and also failed to pay the full amount of the February arrears payment. The applicant did not immediately file an application seeking eviction and the respondents did bring the rent account to a zero balance in July, 2015. The respondents again fell into arrears in August and have been in arrears since. The applicant filed the current application on October 20, 2015.

The applicant has also previously filed eleven applications against the respondents and subsequently withdrawn them when the respondents made rent payments.

I find the respondents are currently in breach of their obligation to pay rent and have repeatedly failed to pay the full amount of the rent throughout this lengthy tenancy agreement. Clearly the applicant is suffering from fatigue trying to collect the rent on time from these tenants. In my opinion, the landlord has been quite patient. Admittedly, the respondents appear to have the intent to pay rent, and most likely the ability to meet their obligation, but I must consider the landlord's right to have the rent paid on the day it is due. The tardiness of rent payments is not trivial; the respondents have frequently been more than 60 days in arrears.

In my opinion, there are sufficient grounds for the termination of this tenancy agreement. Given the record of rent payments and latitude that the landlord has extended to them, I cannot deny the applicant the remedies they have requested.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1269 and terminating the tenancy agreement on December 31, 2015. An eviction order to be effective on January 2, 2016 shall also be issued.

Hal Logsdon
Rental Officer