

IN THE MATTER between **URBCO INC.**, Applicant, and **GEORGE MORIN**,
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,
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

URBCO INC.

Applicant/Landlord

- and -

GEORGE MORIN

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 two hundred twenty five dollars (\$2225.00).

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of May,
2002.

Hal Logsdon
Rental Officer

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-and-

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REASONS FOR DECISION

Date of the Hearing: May 1, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sharon Hysert, representing the applicant
Kate Hurley, representing the applicant
George Morin, respondent

Date of Decision: May 1, 2002

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears. The applicant alleged that the rent arrears were \$2805 and provided a copy of the tenant ledger as evidence. The tenancy agreement was terminated on April 30, 2002 when the respondent vacated the rental premises.

The respondent testified that he had discussed the arrears with the applicant in March, 2002 and had been told that the arrears were the result of four NSF cheque charges (\$80), a cheque which had been returned NSF (\$500), half of February rent (\$525) and half of March rent (\$525). That balance coincides with the balance shown on the tenant ledger, taking into consideration a payment of \$650 made on March 15, 2002 and the unpaid April rent of \$1175.

The respondent disputed the allegation that there had been cheques returned due to insufficient funds and felt the balance owing should be \$2225. The applicant was unable to produce any further evidence that any cheques had been returned due to insufficient funds. The ledger notes four charges for NSF cheques totalling \$80 but there are many more credit entries which have been reversed. In my opinion, the applicant has not provided sufficient evidence to support the four NSF charges totalling \$80.

The applicant testified that the disputed \$500 was not a returned cheque as was previously noted.

The applicant testified that the respondent failed to pay the full amount of rent in the month of June, 2000, paying only \$500 rather than the full amount due of \$1000. The ledger, however, indicates payments made June in the amount of \$2000 and the respondent produced a receipt corresponding to the ledger entry.

After numerous questions concerning the entries to the ledger, and considerable confusion by both parties regarding the accounting of the rent, the applicant agreed to accept payment of \$2225 as full payment of rent owing. Given the confused state of the ledger, primarily due to the numerous double entries and offsetting debits and credits, I think the mutual agreement on the amount owing is reasonable.

An order shall be issued for the respondent to pay the applicant rent arrears in the amount of \$2225.

Hal Logsdon
Rental Officer