

IN THE MATTER between **YELLOWKNIFE DAIRIES LTD.**, Applicant, and **MIKE MURRAY AND PAULINE MCPHERSON**, Respondents;

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:

YELLOWKNIFE DAIRIES LTD.

Applicant/Landlord

- and -

MIKE MURRAY AND PAULINE MCPHERSON

Respondents/Tenants

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 four thousand five hundred twenty five dollars (\$4525.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears in monthly installments of no less than five hundred fifty dollars (\$550.00), the first installment becoming due on August 1, 2002 and payable thereafter on the first day of every month until the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of July, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE DAIRIES LTD.**, Applicant, and **MIKE MURRAY AND PAULINE MCPHERSON**, Respondents.

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BETWEEN:

YELLOWKNIFE DAIRIES LTD.

Applicant/Landlord

-and-

MIKE MURRAY AND PAULINE MCPHERSON

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 9, 2002
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Jennifer Eggenberger, representing the applicant Mike Murray, representing the respondents
<u>Date of Decision:</u>	July 9, 2002

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$4525.

The respondent did not dispute the allegations and indicated that he had been paying \$2000/month, which was \$550 more than the monthly rent, and would continue to do so until the rent arrears were paid. The applicant was agreeable to the offer and requested that the order be written to reflect such a repayment plan.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$4525. An order shall be issued requiring the respondents to pay the rent arrears in monthly installments of no less than \$550, along with the monthly rent on or before the first day of every month. The first payment shall be due on August 1, 2002. Should the respondents fail to make payments in accordance with the order or fail to pay rent on time, the applicant may make a future application requesting the lump sum payment of any existing balance and termination of the tenancy agreement

Hal Logsdon
Rental Officer