

IN THE MATTER between **SACHO DEVELOPMENT**, Applicant, and **CAROLE CARNELL**, 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:

SACHO DEVELOPMENT

Applicant/Landlord

- and -

CAROLE CARNELL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of August, 2002.

Hal Logsdon
Rental Officer

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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:

SACHO DEVELOPMENT

Applicant/Landlord

-and-

CAROLE CARNELL

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REASONS FOR DECISION

Date of the Hearing: August 13, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Shawnette MacNeil, representing the applicant
Thomas Lafferty, representing the applicant
Carole Carnell, respondent

Date of Decision: August 13, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the rent on the days it was due and sought an order terminating the tenancy agreement between the parties. The applicant testified that the June, 2002 rent, due on the first day of the month, had not been paid until June 3, 2002.

The respondent did not dispute the allegations but indicated that she had not intentionally paid rent late but simply forgot. She indicated that she normally paid rent to the office of the landlord, located in the residential complex and that the office had not been open on June 1st or 2nd. The applicant indicated that the office had been open for three hours on June 1st and that she had been “in and out” of the office on June 2nd.

Section 76(2) of the Residential Tenancies Act states,

76(2) A rental officer may refuse to accept any application or to continue any proceeding where, in the opinion of the rental officer, the matter is trivial, frivolous, vexatious or has not been initiated in good faith and issue an order to that effect.

In my opinion this matter certainly falls within the definitions of trivial, frivolous and vexatious but I hesitated dismissing it prior to hearing, wanting to give the applicant every chance to explain why such action was initiated. Granted, an order was filed by a rental officer on May 3, 2002 requiring the respondent to pay future rent on time and in June she failed to do that.

However an order was also filed by a rental officer on June 14, 2002 requiring the applicant to

repair specific items on the rental premises on or before July 15, 2002. At the hearing, both parties indicated that this order had not been fully satisfied either. The applicant has suffered little or no injury by this late payment of rent. Particularly in light of the fact that the respondent had limited opportunity to make payment in the normal fashion on June 1st or June 2nd and that the landlord has, as well, failed to obey an order made by a rental officer, I find termination of the tenancy a completely inappropriate remedy. Accordingly, the application is dismissed.

Hal Logsdon
Rental Officer