

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **ALVIN YALLEE AND LORI YALLEE**, 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:

**809656 ALBERTA LTD.**

Applicant/Landlord

- and -

**ALVIN YALLEE AND LORI YALLEE**

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 five hundred ninety five dollars (\$595.00).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of June, 2003.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **ALVIN YALLEE AND LORI YALLEE**, 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.

BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**ALVIN YALLEE AND LORI YALLEE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 10, 2003

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Trena Scott, representing the applicant  
Alvin Yallee, respondent  
Lori Yallee, respondent

**Date of Decision:** June 10, 2003

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the full amount of the rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement on June 30, 2003 unless the alleged arrears were paid in full. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$595.

The applicants did not dispute the allegations but indicated that the landlord permitted them to pay the monthly rent in two installments. The applicants admitted that they had not made the required payments in May, 2003 but stated that the landlord had told them that there would be no action taken if the full amount of the May rent was paid before the end of the month.

The written tenancy agreement between the parties obligates the tenants to pay rent in advance on the first of each month. In my opinion, the landlord's tolerance for late payment does not serve to change the written tenancy agreement. I find the rent arrears to be \$595.

In my opinion the tenants have demonstrated their willingness to pay rent, albeit not in accordance with their tenancy agreement. I do not feel that the remedy of termination must be applied in this case to ensure the payment of the remainder of the June rent. An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$595.

---

Hal Logsdon  
Rental Officer