

IN THE MATTER between **TIM GRIFFIN**, Applicant, and **MELINDA COOMBS**,
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:

TIM GRIFFIN

Applicant/Landlord

- and -

MELINDA COOMBS

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 four thousand five hundred ninety dollars (\$4590.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears in installments of no less than \$200, the first becoming due on November 30, 2003 and payable thereafter on the last day of every month until the rent arrears are paid in full.
3. Pursuant to section 43(3)(a) of the *Residential Tenancies Act*, the respondent shall

comply with her obligation to not disturb the quiet enjoyment of the landlord.

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

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of November, 2003.

Hal Logsdon
Rental Officer

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BETWEEN:

TIM GRIFFIN

Applicant/Landlord

-and-

MELINDA COOMBS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 12, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Tim Griffin, applicant
Melinda Coombs, respondent

Date of Decision: November 12, 2003

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay the full amount of rent and by disturbing the landlord's quiet enjoyment of the premises.

The applicant provided a statement of the rent which indicated a balance owing as at June 1, 2003 in the amount of \$3390. The applicant stated that the rent for the premises was \$400/month. He stated that since June 1, 2003 one payment of \$300 had been made in July and one payment of \$100 had been made on September 13, 2003 bringing the balance owing to \$4590. The applicant sought an order requiring the respondent to pay that amount and requested that the arrears be paid in monthly installments of \$200, along with the rent.

The applicant testified that the respondent and her roommate frequently argued, disturbing the landlord and his child, particularly on school nights.

The respondent did not dispute the allegations and stated that she would be able to pay the rent arrears in installments as outlined by the landlord and would not create any future disturbances.

There was no written tenancy agreement between the parties but both agreed that the rent for the premises was \$400 and some payment was expected on the dates the respondent was paid. As the tenancy agreement does not specify a due date for the rent the full amount is due on or before the last day of every month.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by disturbing the landlord's quiet enjoyment of the premises. I find the rent arrears to be \$4590.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4590 and to comply with her obligation to not disturb the quiet enjoyment of the landlord. The rent arrears may be paid in installments of no less than \$200/month and will be payable on or before the last day of every month along with the monthly rent until the arrears are paid in full. The first payment shall be due no later than November 30, 2003. The order shall also require the respondent to pay the monthly rent on time, which I find to be on or before the last day of each month.

Should the respondent fail to make payments of arrears or rent in accordance with this order or disturb the landlord's quiet enjoyment of the premises in the future, the applicant may make a future application requesting the lump sum payment of any existing balance and/or termination of the tenancy agreement.

Hal Logsdon
Rental Officer