

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **PAT WOLKI AND WINNIE WOLKI**, 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 **INUVIK, NT**.

BETWEEN:

**902754 NWT LIMITED**

Applicant/Landlord

- and -

**PAT WOLKI AND WINNIE WOLKI**

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 eight thousand one hundred dollars (\$8100.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 9 Inuit Road, Inuvik, NT shall be terminated on May 23, 2003 and the respondents shall vacate the premises on that day, unless the respondents pay the applicant nine thousand four hundred fifty dollars (\$9450.00) which represents the rent arrears and rent for April, 2003.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of April, 2003.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **PAT WOLKI AND WINNIE WOLKI**, 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:

**902754 NWT LIMITED**

Applicant/Landlord

-and-

**PAT WOLKI AND WINNIE WOLKI**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 24, 2003

**Place of the Hearing:** Inuvik, via teleconference

**Appearances at Hearing:** Victor Ciboci, representing the applicant  
Winnie Wolki, respondent

**Date of Decision:** April 30, 2003

**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.

At a hearing on March 4, 2003 the applicant provided a statement of rent in evidence which indicated a balance of rent owing in the amount of \$16,825. The statement was not included with the application and had not been provided to the respondents prior to the hearing. The respondents disputed the amount owing and requested time to review the statement and compare rent receipts with the statement. The hearing was adjourned.

The parties were notified that the hearing would be continued on March 28, 2003 but the applicant failed to appear at that time and the matter was again adjourned.

The hearing was continued on April 24, 2003. At that time the applicant's representative amended the alleged amount of rent owing to \$13,000, stating that some credits had not been applied to the account. No amended statement was provided nor was the applicant's representative able to provide any details of the previously unapplied credits.

The respondent provided copies of numerous receipts for rent paid. The parties agreed on the amounts indicated on the receipts. Many of the receipts were difficult to read and several had

incomplete or missing dates. Comparing the receipt amounts to the original statement of account provided by the applicant on March 4, there are several discrepancies including:

A receipt for \$500 paid in July 2001 is credited on the statement as \$400.

A receipt for \$500 paid in September 2001 is not credited on the statement.

March 2002 receipts for \$1350 are credited as \$1300.

August 2002 receipts for \$1176 are credited as \$675.

Several receipts can not be compared to the statement as they have incomplete or missing dates and the statement does not contain payment dates.

Because the applicant was unable to provide any details of the additional credits which should have been applied to the March 4 statement, it is not possible, from the evidence, to determine the amount of rent owing. The applicant's accounting is so poor and so frequently contradicts the receipts issued for rent payments that it can not be relied on.

One fact, however, may be determined. The parties agreed that no rent had been paid by the respondents since September, 2002. From the evidence presented, I am reasonably certain that there were some arrears of rent as at September 30, 2002 although I can not determine that amount. Given that the rent for the premises is \$1350/month, there must therefore be at least six months of rent in arrears or \$8100. I have not included any rent for April, 2003 as there is no evidence of a written agreement setting out the day of the month on which rent becomes due.

I therefore find that the respondents have breached the tenancy agreement by failing to pay rent. I

can only find reasonable evidence to support rent arrears in the amount of \$8100. Non-payment of rent for six consecutive months is, in my opinion, sufficient grounds to terminate the tenancy agreement unless the arrears are paid promptly. Therefore an order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$8100 and terminating the tenancy agreement between the parties on May 23, 2003 unless the rent arrears and the full amount of the April rent totalling \$9450 is paid in full.

---

Hal Logsdon  
Rental Officer