

IN THE MATTER between **GWICH'IN PROPERTIES LIMITED**, Applicant, and
RALPH DELINE, 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 **AKLAVIK, NT**.

BETWEEN:

GWICH'IN PROPERTIES LIMITED

Applicant/Landlord

- and -

RALPH DELINE

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 one thousand one hundred sixteen dollars and seventy two cents (\$1116.72).

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of June,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **GWICH'IN PROPERTIES LIMITED**, Applicant, and **RALPH DELINE**, 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.

BETWEEN:

GWICH'IN PROPERTIES LIMITED

Applicant/Landlord

-and-

RALPH DELINE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 19, 2003
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Colum McCready, representing the applicant Ralph Deline, respondent
<u>Date of Decision:</u>	June 19, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1065.78.

The respondent disputed the allegations stating that on May 27, 2003 the applicant indicated to him verbally that rent owing to June 30, 2003 would be \$966.72.

The rent statement provided by the landlord contained an arithmetic error as well as a debit which should have been entered as a credit. Both parties were questioned by the rental officer concerning the entries on the statement and agreed that the correct balance of rent owing should be \$1116.72. I find the rent owing to be that amount.

The respondent testified that he had given written notice to the landlord to terminate the tenancy agreement on June 30, 2003. In my opinion, there is no requirement to terminate the tenancy agreement as the tenant has already given notice to do so.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$1116.72.

Hal Logsdon
Rental Officer