

IN THE MATTER between **ALVIN YALLEE**, Applicant, and **GLEN GUTHRIE**,  
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 **TULITA, NT**.

BETWEEN:

**ALVIN YALLEE**

Applicant/Landlord

- and -

**GLEN GUTHRIE**

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 three hundred dollars (\$300.00).
2. Pursuant to section 58(1)(a) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Lot 4, Tulita, NT shall be terminated on March 31, 2005 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of March,  
2005.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**GLEN GUTHRIE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 9, 2005 continued February 24, 2005

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

**Appearances at Hearing:** Alvin Yallee, applicant  
Glen Guthrie, respondent

**Date of Decision:** February 28, 2005

**REASONS FOR DECISION**

The application was filed on December 13, 2005 seeking termination of the tenancy agreement because the applicant intended to use the premises as his own residence. The application also alleged non-payment of rent.

The respondent stated that he had undertaken significant repairs to the premises at his own cost with the landlord's permission which more than offset the alleged rent arrears. The applicant stated that the costs had not been documented and sought rent arrears of \$6200 representing rent from September, 2003 to February 2004. The matter was adjourned to February 24, 2005 and the respondent was directed to submit documentation of the repairs to the rental officer and the applicant prior to the continuation of the hearing.

At the continuation of the hearing, the applicant amended his claim to \$2500, alleging that partial rent (\$800) had been paid on December, 2004 and no rent had been paid in January, 2005 and February, 2005. The rent for the premises is \$1100/month. The respondent disputed the allegations stating that the December rent was paid in full, partial rent (\$800) was paid in January, and no rent had been paid in February, 2005. The applicant conceded to rent arrears of \$1400.

The respondent testified that the sewage tank was frozen making the drains and toilet inoperative. He stated that he had paid a plumber to look at the house on January 24, 2005 and asked the

applicant to make repairs because he did not intend to continue fixing the premises on behalf of the landlord.

The tenancy agreement between the parties is made in writing. Section 41 sets out when rent must be paid by a tenant.

**41.(1) A tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.**

The tenancy agreement does not specify a date for the payment of rent. I can not assume it is due in advance on the first of the month unless it is stated as such in the agreement. In my opinion, payment prior to the end of the month is sufficient.

Without an application from the tenant pursuant to section 30 of the Act, I can not offset the loss of full enjoyment he may have suffered due to the frozen tank against his rent arrears. Should the tenant wish to make application for such relief or other remedies provided by the Act, an application is necessary.

I find the rent arrears to be \$300 representing arrears of the January, 2005 rent. An order shall issue requiring the respondent to pay the applicant those arrears.

In the matter of termination of the tenancy agreement, I do not find the rent arrears sufficient grounds to terminate the tenancy agreement. However, I find the applicant's request for termination on the grounds he wishes to reside in the premises himself to be made in good faith

and see no reason the agreement should not be terminated on that basis. In accordance with section 58(1)(a) of the Act, an order shall issue terminating the tenancy agreement on March 31, 2005.

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Hal Logsdon  
Rental Officer