

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JAMES CUNNINGHAM**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

JAMES CUNNINGHAM

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 two thousand three hundred twenty five dollars (\$2325.00).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of May,
2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JAMES CUNNINGHAM**, Respondent.

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JAMES CUNNINGHAM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 2, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant
James Cunningham, respondent

Date of Decision: May 2, 2006

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears. The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2325. The applicant withdrew their request to terminate the tenancy agreement.

The respondent disputed the allegations and testified that he had paid the rent. The respondent did not produce any receipts or other form of evidence which indicated that he had made payments which were not included on the landlord's statement.

The applicant stated that the respondent had provided two cheques, each for \$1125, marked for December, 2005 rent. The applicant stated that the respondent was contacted to determine if this was an error and they were instructed to void one of the cheques which they did. The applicant provided the voided cheque #009 in evidence. The applicant stated that the remaining cheque was applied to the November, 2005 rent. The applicant testified that the December, 2005 rent of \$1125 and the current month's rent (May, 2006) in the amount of \$1200 remain outstanding.

The evidence indicates that the rent arrears are composed of the voided cheque which should have been applied to the December, 2005 rent and the May, 2006 rent. I find no error in the applicant's accounting or any evidence which indicates that the respondent has made payments which are not accounted for by the statement.

I am not sure why the respondent's cheque was voided simply because the cheque memo stated it was for December and another cheque had been made out with the same memo. The respondent's cheque #009 should have been applied to the December, 2005 rent but the evidence shows clearly that it was not cashed but voided.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2325.

An order shall issue requiring the respondent to pay the applicant that amount.

Hal Logsdon
Rental Officer