

IN THE MATTER between **STAN CHAMPAGNE AND DOREEN SIMON**,  
Applicants, and **ERIC SHANK AND JENNIFER COLEMAN**, 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 **HAY RIVER, NT**.

BETWEEN:

**STAN CHAMPAGNE AND DOREEN SIMON**

Applicants/Landlords

- and -

**ERIC SHANK AND JENNIFER COLEMAN**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicants rent arrears in the amount of eight hundred sixty one dollars and forty nine cents (\$861.49).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 6 Fir Crescent, Hay River, NT shall be terminated on April 30, 2007 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of April,  
2007.

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Hal Logsdon  
Rental Officer

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Applicants/Landlords

-and-

**ERIC SHANK AND JENNIFER COLEMAN**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 18, 2007

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

**Appearances at Hearing:** Doreen Simon, applicant  
Eric Shank, respondent

**Date of Decision:** April 18, 2007

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay the required security deposit. The applicants sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement.

The tenancy agreement commenced on November 13, 2006 and was made for a term to end on November 1, 2007. A security deposit of \$800 was required. The applicant testified that the respondents had not paid any of the required security deposit.

The monthly rent for the premises is \$800. The applicant testified that only \$650 was received in February, 2007, only \$560 was received in March, 2007 and no payments had been received for April, 2007.

The respondent alleged that the applicant had failed to repair the refrigerator and a leaking roof and he was withholding the rent. He provided two invoices for heating repairs made out to him which he claimed were the responsibility of the landlord . One invoice was for \$241.06 and the other one was for \$87.45. Photographs of the refrigerator and the leaking ceiling were provided by the respondent in evidence. The respondent also stated that he wished to terminate the tenancy agreement and would like to move out of the premises on April 30, 2007.

The applicant agreed to reduce the rent owing by \$328.51, the amount of the two invoices submitted. The respondent also requested other rent reductions but the applicant refused to consider them unless they were documented by invoices. There has been no application filed by the respondents seeking compensation and therefore I can not consider further compensation.

The parties agreed that the tenancy agreement should be terminated on April 30, 2007.

The landlords' alleged breach of their obligation to repair is not a defence for non-payment of rent. The respondents are free to file an application seeking further compensation while they are still tenants.

I find the respondents in breach of their obligation to pay rent and, taking into consideration the invoices that the applicant has agreed to compensate them for, find the rent arrears to be \$861.49, calculated as follows:

Outstanding February/07 rent	\$150.00
Outstanding March/07 rent	240.00
Outstanding April/07 rent	800.00
Invoice	(241.06)
Invoice	<u>(87.45)</u>
Rent arrears	\$861.49

As both parties wish to terminate this agreement the order shall terminate the tenancy agreement on April 30, 2007.

This decision was made known to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer