

IN THE MATTER between **PETER BENGTS AND ELAINE KEENAN BENGTS**, Applicants, and **JASON RACINE AND MONICA SCOTTIE**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**PETER BENGTS AND ELAINE KEENAN BENGTS**

Applicants/Landlords

- and -

**JASON RACINE AND MONICA SCOTTIE**

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 two thousand four hundred ninety nine dollars and sixty four cents (\$2499.64).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Upper level, 5017-47th Street, Yellowknife, NT shall be terminated on April 17, 2007 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of April, 2007.

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Hal Logsdon

Rental Officer

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**REASONS FOR DECISION**

**Date of the Hearing:** April 13, 2007

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

**Appearances at Hearing:** Peter Bengts, applicant  
Elaine Keenan Bengts, applicant  
Monica Scottie, respondent  
Tracy Nadon, representing the respondents

**Date of Decision:** April 13, 2007

**REASONS FOR DECISION**

The applicants 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. The applicants provided a copy of the rent ledger in evidence that indicated a balance of rent owing as at the date of the hearing in the amount of \$2499.64.

The respondent stated that she had vacated the premises and believed the joint tenant, Jason Racine had also vacated the premises. The respondent noted that she had not signed the tenancy agreement but acknowledged that she and Mr. Racine had been permitted to take occupancy of the premises.

In my opinion, the tenancy agreement can be deemed to be made in writing with the joint tenants pursuant to section 9(4) of the *Residential Tenancies Act* as it was signed by the landlord and the respondents were permitted to take occupancy of the premises.

- 9.(4) A tenancy agreement shall be deemed to be in writing where it has been signed by one party or his or her agent, given to the other party or his or her agent and the landlord permits the tenant to take occupancy of the rental premises.**

I find the ledger in order and find the respondents in breach of their obligation to pay rent.

Although, in my opinion, the tenancy agreement has been terminated due to abandonment, an order terminating the agreement will serve to provide some certainty to the matter.

An order shall issue requiring the respondents to pay the applicants rent arrears in the amount of \$2499.64 and terminating the tenancy agreement between the parties on April 17, 2007.

This decision was provided to the parties at the hearing.

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Hal Logsdon  
Rental Officer