

IN THE MATTER between **CITY MOTORS YELLOWKNIFE LTD.**, Applicant, and **DAYL HEIN**, 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:

CITY MOTORS YELLOWKNIFE LTD.

Applicant/Landlord

- and -

DAYL HEIN

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 four thousand three hundred seventy nine dollars (\$4379.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as North Apartment, 5109 52nd Street, Yellowknife, NT shall be terminated on January 10, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears and the January, 2008 rent in the total amount of five thousand one hundred seventy nine dollars (\$5179.00) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

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

Hal Logsdon
Rental Officer

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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:

CITY MOTORS YELLOWKNIFE LTD.

Applicant/Landlord

-and-

DAYL HEIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 27, 2007
Continued on December 13, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Hans Bauhaus, representing the applicant
Dayl Hein, respondent

Date of Decision: December 13, 2007

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to repair damages to the premises and disturbing other tenants. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

This matter was adjourned on November 27, 2007 to permit the parties to file additional evidence. The hearing was continued on December 13, 2007. The applicant withdrew the allegations concerning damage to the premises and disturbance.

The applicant provided a statement of the rent account which indicated a balance owing in the amount of \$6279. There was no evidence of a written tenancy agreement.

The respondent disputed the amount of rent owing stating that the tenancy agreement did not commence until February 13, 2007. The applicant's statement charges a prorated rent of \$510 for the month of January, 2007. The rental application was provided in evidence by the applicant and was dated February 12, 2007. The application indicated that the premises were required "ASAP".

The evidence suggests that the tenancy commenced on February 13, 2007.

The respondent also disputed the amount of the monthly rent, stating that it was agreed to be \$800/month rather than the \$900/month shown on the applicant's rent statement. The application form names a monthly rent for the premises as \$800. The applicant stated that because the

respondent had another person living with him, the rent was \$900. The respondent denied that anyone else lived with him when the tenancy agreement commenced. On the balance of probabilities I find the evidence supports a monthly rent of \$800.

Taking into account the necessary adjustments to the applicant's rent statement, I find rent arrears in the amount of \$4379, calculated as follows:

Rent for February (prorated)	\$510
Rent (March- December)	8000
Less payments received	<u>(4131)</u>
Rent arrears	\$4379

I find the respondent in breach of his obligation to pay rent and find rent arrears in the amount of \$4379. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4379 and terminating the tenancy agreement on January 10, 2008 unless the rent arrears and the January, 2008 rent in the total amount of \$5179 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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

Hal Logsdon
Rental Officer