

IN THE MATTER between **YELLOWKNIFE DAIRIES LTD. O/A YKD PROPERTY MANAGEMENT**, Applicant, and **SERENUS BRYAN AND RONALD PAYNE**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE DAIRIES LTD. O/A YKD PROPERTY MANAGEMENT

Applicant/Landlord

- and -

SERENUS BRYAN AND RONALD PAYNE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three thousand dollars (\$3000.00). The rent arrears shall be paid in monthly installments of three hundred dollars (\$300.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on October 31, 2011.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of October, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE DAIRIES LTD. O/A YKD PROPERTY MANAGEMENT**, Applicant, and **SERENUS BRYAN AND RONALD PAYNE**, 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.

BETWEEN:

YELLOWKNIFE DAIRIES LTD. O/A YKD PROPERTY MANAGEMENT

Applicant/Landlord

-and-

SERENUS BRYAN AND RONALD PAYNE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: October 12, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lorena Shalala, representing the applicant
Serenus Bryan, respondent
Ronald Payne, respondent

Date of Decision: October 12, 2011

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by damaging an entry door to the premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement and evicting the respondents.

The applicant provided a ledger in evidence which indicated a balance owing as at September 1, 2011 of \$3819. The applicant stated that included in that amount were repair costs of \$819 for the repair of the door to the apartment. The applicant stated that since that date the October, 2011 rent of \$1500 had come due and a payment of \$1500 had been made, leaving the balance owing unchanged. The applicant stated that they held a security deposit of \$1400.

The respondents disputed the repair costs stating that the door was damaged by a person who was involved in a party in another apartment and in the hallway. The respondents stated that they were in bed when the door was damaged and did not permit the person who damaged the door in the building or in their apartment. Mr. Payne noted that he had repaired the door himself.

The respondents also stated that they had been denied income support for two months causing them to miss the rent payments for August and September, 2011. They stated that the support had now been reinstated enabling them to pay the full amount of the October, 2011 rent and in the future. The respondents stated that they had offered to pay the rent arrears in monthly payments

of \$300 but the applicant had rejected the offer. The applicant acknowledged that the offer had been made and rejected.

I do not find sufficient evidence to conclude that the door was damaged by the respondents or persons they permitted in the building. As well, I find no evidence to illustrate the extent of damage, the adequacy of the repairs made by the respondents or the cost of replacement. Relief for the repair costs is therefore denied.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$3000. Given that the respondents now appear capable of paying the monthly rent on time and that there is a substantial security deposit, I believe the tenancy agreement should be allowed to continue provided the respondents pay the monthly rent on time and pay an additional \$300 every month. That was the offer they made and in my opinion, it is not unreasonable, provided it is followed without any future breach.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$3000 in monthly installments of \$300.00 payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on October 31, 2011. The respondents are also ordered to pay the monthly rent on time.

Should the respondents fail to pay the monthly rent on time or fail to make the payments of arrears in accordance with this order, the applicant may file another application seeking the full

payment of any remaining balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer