

IN THE MATTER between **YELLOWKNIFE DAIRIES LTD.**, Applicant, and **CHRIS ROY AND CHRISTLE JASKEN**, 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:

**YELLOWKNIFE DAIRIES LTD.**

Applicant/Landlord

- and -

**CHRIS ROY AND CHRISTLE JASKEN**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three thousand seven hundred fifty dollars (\$3750.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of June, 2002.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE DAIRIES LTD.**, Applicant, and **CHRIS ROY AND CHRISTLE JASKEN**, 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.

BETWEEN:

**YELLOWKNIFE DAIRIES LTD.**

Applicant/Landlord

-and-

**CHRIS ROY AND CHRISTLE JASKEN**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 11, 2002</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Jennifer Eggenberger, representing the applicant Christle Jasken, respondent</b>
<b><u>Date of Decision:</u></b>	<b>June 11, 2002</b>

**REASONS FOR DECISION**

The applicant 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 to pay all future rent on time. The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing as at May 6, 2002 of \$2400. The applicant testified that since that date, the June rent had become due and no payments of rent had been received, bringing the balance of rent owing to \$3750. The rent for the premises is \$1350/month.

The respondent did not dispute the allegations.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$3750. An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$3750 and to pay all future rent on time.

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Hal Logsdon  
Rental Officer