

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **ROBERT LUNDRIGAN AND ROSEMARY LUNDRIGAN**,
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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

ROBERT LUNDRIGAN AND ROSEMARY LUNDRIGAN

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 two thousand nine hundred fifty six dollars and ninety two cents (\$2956.92).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of May,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **ROBERT LUNDRIGAN AND ROSEMARY LUNDRIGAN**,
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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

ROBERT LUNDRIGAN AND ROSEMARY LUNDRIGAN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 13, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant
Sheldon Lundrigan, representing the respondents

Date of Decision: May 13, 2003

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 terminating the tenancy agreement between the parties. The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2956.92.

The respondent disputed the amount owing claiming that a payment of \$1310 was made in March, 1999 which was not recorded and provided a receipt for the amount in evidence. The receipt is dated 03/15 but does not indicate a year. The applicant provided a copy of the ledger showing the receipt entry. The system used is a "One Write" system where the receipt entry is transferred to the ledger via a carbon imprint. The applicant noted that the receipt information and style of writing was identical to the ledger which was clearly dated "2002". The applicant claimed that the receipt was for a payment made in 2002, not in 1999, and was accounted for on the statement of rent owing. From the evidence provided by the parties I believe the payment was made in March, 2002 and accounted for on the landlord's statement of rent.

The respondent also provided a Financial Case Report from the Department of Social Services which indicated that a cheque payable to the landlord for \$1310 had been processed for the period March, 1999. The applicant stated that they had not received the cheque. They believed, based on discussions with the Department of Social Services, that the cheque had not been cashed and was subsequently cancelled. While I can not rely on the hearsay information regarding the disposition of the cheque, in my opinion, the Financial Case Report does not

indicate that the cheque was delivered to the landlord. It is common practice to make rent cheques payable to the landlord but to deliver them to the tenant. I do not accept the report as conclusive evidence that the cheque was delivered to the landlord by the tenant or the Department.

In the matter of rent, I do not find any evidence that payments were made by the respondents which are not recorded on the applicant's rent statement. I find the rent arrears to be \$2956.92.

The respondents have not been living in the premises for more than a year. Their son, Sheldon Lundrigan, who represented them at the hearing, indicated that the respondents have no plans to continue living in the premises. He has been living in the premises since September, 2002 and no further arrears have accumulated since that time. Both the applicant and Sheldon Lundrigan are willing to enter into a tenancy agreement for the premises. In my opinion, the tenancy agreement between the applicant and the respondents can be considered terminated by reason of abandonment leaving Sheldon Lundrigan and the landlord free to enter into a new tenancy agreement for the premises. There is therefore no requirement to terminate the tenancy agreement between the applicant and the respondents.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$2956.92. The applicant may apply the security deposit and accrued interest against this order.

Hal Logsdon
Rental Officer