

IN THE MATTER between **JIM GOLCHERT**, Applicant, and **CORRINE FOOTBALL AND LEON FOOTBALL**, 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:

**JIM GOLCHERT**

Applicant/Landlord

- and -

**CORRINE FOOTBALL AND LEON FOOTBALL**

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 five thousand dollars (\$5000.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs of water that have been paid on their behalf in the amount of two thousand four hundred fifty dollars (\$2450.00).
3. 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 Apartment 1, 5111 - 54th Street, Yellowknife, NT shall be terminated on December 31, 2010 and the respondents

shall vacate the premises on that date, unless the rent arrears and the water costs in the total amount of seven thousand four hundred fifty dollars (\$7450.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of December, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **JIM GOLCHERT**, Applicant, and **CORRINE FOOTBALL AND LEON FOOTBALL**, 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:

**JIM GOLCHERT**

Applicant/Landlord

-and-

**CORRINE FOOTBALL AND LEON FOOTBALL**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** December 1, 2010

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

**Appearances at Hearing:** Jim Golchert, applicant  
Corrine Football, respondent  
Janet Stephenson, representing the respondents

**Date of Decision:** December 1, 2010

### **REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay for water during the term of the tenancy agreement. The applicant sought an order requiring the respondents to pay the alleged rent arrears and water costs and terminating the tenancy agreement.

The applicant testified that the current rent arrears were \$7935. The applicant also testified that the tenancy agreement between the parties obligated the tenants to pay for water during the term of the agreement, that the tenants had failed to do so and that water charges of \$2450 had been transferred to his tax account and had been paid by him.

The respondents disputed the amount of rent alleged owing and provided a statement of the rent account and receipts in evidence. The respondents submit that the amount of rent owing is \$5000.

The matter was adjourned briefly to permit the parties to review the rent account.

When the hearing continued, the applicant stated that he accepted the statement provided by the respondents and revised the amount of rent arrears sought to \$5000.

The respondents did not dispute the water charges.

The respondent's representative proposed that the rent arrears and water costs be paid in monthly installments of \$300-\$500/month, along with the rent. The applicant did not agree with the proposal.

I find the respondents in breach of their obligation to pay rent and in breach of their obligation to pay for water. I find the rent arrears to be \$5000 and the water bills paid on their behalf to be \$2450. In my opinion there are sufficient grounds to terminate this tenancy agreement unless the rent arrears and water charges are paid promptly. I must agree with the applicant that the payment schedule proposed by the applicants is unreasonable given the amount of arrears and water charges.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$5000 and water costs of \$2450 and terminating the tenancy agreement on December 31, 2010 unless these amounts are paid in full.

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

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Hal Logsdon  
Rental Officer