

IN THE MATTER between **HANS BAUHAUS**, Applicant, and **JAMES LEMAY AND LISA LEMAY**, 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:

**HANS BAUHAUS**

Applicant/Landlord

- and -

**JAMES LEMAY AND LISA LEMAY**

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 one thousand eight hundred twenty three dollars and sixty three cents (\$1823.63).
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 8th day of February, 2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **HANS BAUHAUS**, Applicant, and **JAMES LEMAY AND LISA LEMAY**, 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:

**HANS BAUHAUS**

Applicant/Landlord

-and-

**JAMES LEMAY AND LISA LEMAY**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 1, 2011

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

**Appearances at Hearing:** Kent Chrysler, representing the applicant  
James Lemay, respondent  
Lisa Lemay, respondent

**Date of Decision:** February 8, 2011

### **REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were paid in full.

The tenancy agreement between the parties appears to be verbal. The monthly rent for the premises is \$1900. The applicant's representative stated that no rent had been paid in September, October and December, 2010 or in January, 2011. The applicant's representative stated that \$1200 was paid in November, 2010 and applied to the September, 2010 arrears. The alleged rent arrears are \$8300. A handwritten statement signed by the applicant was provided in evidence which appears to indicate that only \$1200 has been paid since August 31, 2010 and that payment was made on September 4, 2010.

The respondents disputed the allegations and provided cancelled cheques and case reports from the *Income Assistance Program* in evidence. These documents indicate that the following payments were made directly to the applicant and have been deposited:

For September, 2010	\$1290.87	Cheque RB00356265, dated 02/11/2010
For October, 2010	\$1014.94	Cheque RB00358044, dated 17/11/2010
For November, 2010	\$1570.56	Cheque RB00358047, dated 17/11/2010
For December, 2010	\$1900.00	Cheque RB00360226, dated 02/12/2010
For January, 2011	\$1900.00	Cheque RB00362454, dated 01/01/2011

The respondents stated that all rent payments had been made directly to the applicant by the *Income Assistance Program*. They stated that the above noted payments totalled \$7676.37, and

acknowledged a balance owing of \$1823.63. The respondents also stated that there had been an appeal made which delayed the issuance of several payments.

The \$1200 credit on September 4, 2010 shown on the applicant's statement does not coincide with any of the payments made by the *Income Assistance Program* either in quantum or by date. The respondents have stated that all rent payments made were made by *the Income Assistance Program*. In my opinion the applicant is confusing this with the \$1290.87 payment made by the *Income Assistance Program* on November 2, 2010.

Section 41 of the *Residential Tenancies Act* sets out when rent is due.

**41. (1) A tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.**

There being no written tenancy agreement, there is no specific date when the monthly rent is due.

In my opinion, the February, 2011 rent is not yet in arrears.

Although the applicant's statement and his representative's testimony bear little resemblance to the evidence, in my opinion there are rent arrears of \$1823.63 calculated as follows:

Rent September 1, 2010 to January 31, 2011	
5 months x \$1900/month	\$9500.00
Income assistance payments	
September, 2010 - January, 2011	<u>(7676.37)</u>
Amount owing to January 31, 2011	\$1823.63

In my opinion, the amount of arrears and the existence of a security deposit do not warrant the termination of the tenancy agreement. Should the arrears persist, the applicant may file a future

application seeking termination.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$1823.63 and to pay future rent on time.

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Hal Logsdon  
Rental Officer