

IN THE MATTER between **LONA HEGEMAN C/O COLDWELL BANKER**,
Applicant, and **MARVIN TARR AND BEVERLY TARR**, 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:

LONA HEGEMAN C/O COLDWELL BANKER

Applicant/Landlord

- and -

MARVIN TARR AND BEVERLY TARR

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 four hundred dollars (\$1400.00).
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 9th day of March,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **LONA HEGEMAN C/O COLDWELL BANKER**,
Applicant, and **MARVIN TARR AND BEVERLY TARR**, 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:

LONA HEGEMAN C/O COLDWELL BANKER

Applicant/Landlord

-and-

MARVIN TARR AND BEVERLY TARR

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 23, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trish DaCorte, representing the applicant
Marvin Tarr, respondent
Beverly Tarr, respondent

Date of Decision: February 23, 2011

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 future rent on time. The applicant withdrew their request to terminate the tenancy agreement and evict the respondents.

The applicant testified that the rent for February, 2011 in the amount of \$1400 had not been paid. and that rent had been paid late in the past.

The respondents did not dispute the allegations.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$1400. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1400 and to pay future rent on time.

Hal Logsdon
Rental Officer