

IN THE MATTER between **THE PARRY HOUSE APTS**, Applicant, and **DIANE ESSERY**, Respondent;

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:

THE PARRY HOUSE APTS

Applicant/Landlord

- and -

DIANE ESSERY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of four hundred fifty dollars (\$450.00).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of July, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **THE PARRY HOUSE APTS**, Applicant, and **DIANE ESSERY**, 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:

THE PARRY HOUSE APTS

Applicant/Landlord

-and-

DIANE ESSERY

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 13, 2012, continued on July 4, 2012
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Rachel Roemer, representing the applicant Diane Essery, respondent
<u>Date of Decision:</u>	July 4, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of the rent and sought an order requiring the respondent to pay the alleged rent arrears.

The applicant provided a statement of the rent account which indicated a balance of rent owing of \$1800.

The respondent disputed the amount owing and provided in evidence a rent receipt, numbered #1801 and dated December 31, 2011, for a payment of \$1350. This payment was not included on the statement provided in evidence by the applicant. The respondent stated that the payment was in fact made on January 4, 2012.

The applicant explained that the discrepancy was due to an accounting error and submitted that there was no payment of \$1350. She stated that on recognizing that the payment date was wrong, she cancelled the entry and replaced it with the payment entry for \$1400, the difference being an additional \$50 allegedly paid by a subtenant. She submitted that although two receipts were generated and provided to the respondent, there was actually only one payment of \$1400.

The respondent provided a written statement from the subtenant stating that she made only two direct payments while she was occupying the premises, neither of which were for \$50. The

respondent also provided an unsworn statement from Lisa Woods, her sister, attesting that the respondent made a payment of \$1350 on January 4, 2012. Ms Woods stated that she received the receipt #1801 the next day on behalf of the respondent.

Although the explanation provided by the applicant appears logical, the evidence provided by the respondent, most notably the receipt for \$1350, makes it difficult to conclude that the payment for \$1350 was not made by the respondent. On the evidence, I must conclude that the disputed payment of \$1350 was indeed made.

I find the amount owing to the applicant to be \$450 calculated as follows:

Balance as per applicant's statement	\$1800
Less receipted payment (#1801)	<u>(1350)</u>
Balance owing applicant	\$450

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$450.

Hal Logsdon
Rental Officer