

IN THE MATTER between **DEBRA SAFTNER AND RON WOLOWICH**,  
Applicants, and **SHERRY GRAHAM**, 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:

**DEBRA SAFTNER AND RON WOLOWICH**

Applicants/Landlords

- and -

**SHERRY GRAHAM**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicants rent arrears in the amount of one thousand one hundred fifty dollars (\$1150.00).

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of August,  
2012.

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Hal Logsdon  
Rental Officer

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Applicants, and **SHERRY GRAHAM**, 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:

**DEBRA SAFTNER AND RON WOLOWICH**

Applicants/Landlords

-and-

**SHERRY GRAHAM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 15, 2012

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

**Appearances at Hearing:** Debra Saftner, applicant  
Sherry Graham, respondent

**Date of Decision:** August 16, 2012

### **REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on August 12, 2012 when the respondent vacated the premises. The applicant did not hold a security deposit. The applicant alleged that the respondent had not paid the full amount of rent during the term of the tenancy agreement and sought an order requiring the respondent to pay the alleged rent arrears.

The applicant provided a statement of the rent account in evidence which indicated a balance as at July 3, 2012 of \$2950. The applicant stated that since the statement was issued a payment of \$900 had been received bringing the balance owing to \$2050. The applicant stated that they were not seeking any relief for the 12 days the tenant was in possession in August, 2012.

The applicant noted that due to the respondent's financial difficulties they had lowered the rent from March 15 to June 15, 2012 from \$1400/month to \$900/month. The rent was to revert to \$1400/month on June 15. The tenancy agreement permits 50% of the rent to be paid on the 15th of the month and the remaining 50% on the last day of the month.

The respondent disputed the amount owing. She noted that the payment made on March 17, 2012 was \$450 as per the receipt issued by the applicant rather than the \$350 entry on the statement. She also produced a receipt dated April 16, 2012 for \$450 that did not appear on the applicant's statement. She stated that she believed the correct amount of the arrears was \$1150 and believed there was an arithmetic error in the applicant's statement.

I find no errors in the applicant's statement other than those mentioned above.

The applicant stated that she was willing to offer a further abatement of rent as necessary to accept the tenant's figure of \$1150 rather than subject the matter to adjudication. The parties consented to an order requiring the respondent to pay the applicant rent arrears of \$1150.

I am satisfied that \$1150 is owing to the applicants and shall issue the order agreed to by the parties.

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Hal Logsdon  
Rental Officer