

IN THE MATTER between **YELLOWKNIFE DAIRIES LTD. O/A YKD PROPERTY MANAGEMENT**, Applicant, and **JOSH CAMPBELL**, 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:

YELLOWKNIFE DAIRIES LTD. O/A YKD PROPERTY MANAGEMENT

Applicant/Landlord

- and -

JOSH CAMPBELL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears of four thousand dollars (\$4000.00) in accordance with the following schedule;
 - a) one thousand five hundred dollars (\$1500.00) to be paid on or before June 6, 2014,
 - b) five hundred dollars (\$500.00) to be paid on or before June 13, 2014,
 - c) one thousand five hundred dollars (\$1500.00) to be paid on or before June 20, 2014 and
 - d) five hundred dollars (\$500.00) to be paid on or before June 27, 2014.

2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of June, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE DAIRIES LTD. O/A YKD PROPERTY MANAGEMENT**, Applicant, and **JOSH CAMPBELL**, 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:

YELLOWKNIFE DAIRIES LTD. O/A YKD PROPERTY MANAGEMENT

Applicant/Landlord

-and-

JOSH CAMPBELL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 4, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Charles Wyman, representing the applicant
Josh Campbell, respondent

Date of Decision: June 4, 2014

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant stated that since the application was filed on May 12, 2014 the parties had agreed to a plan for the payment of the alleged arrears and that the respondent had made the first two payments in accordance with the plan. The applicant withdrew his request for a termination order in favour of an order requiring the payment of the arrears in accordance with the payment plan and an order to pay the monthly rent on time in the future.

The applicant provided a statement of the rent account which indicated a balance of rent owing as at May 12, 2014 of \$3600. The applicant stated that since that date, the June rent (\$2000) had come due and two payments totalling \$1600 had been made bring the balance owing to \$4000.

The payment plan outlines the following payments and due dates:

June 6, 2014	\$1500
June 13, 2014	\$500
June 20, 2014	\$1500
June 27, 2014	\$500

The respondent did not dispute the allegations and acknowledged that he could pay the remaining rent arrears in accordance with the agreed upon schedule.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$4000. An order shall issue requiring the respondent to pay the rent arrears in accordance with the agreed upon schedule and to pay future rent on time.

Should the respondent fail to pay the rent arrears in accordance with the schedule, the applicant may file an application seeking the lump sum payment of any balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer