

IN THE MATTER between **JOHN KAY AND PATRICIA KAY**, Applicants, and  
**CLAYTON BROWN AND ANGEL KOOTALOK (BROWN)**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **HAY RIVER, NT.**

BETWEEN:

**JOHN KAY AND PATRICIA KAY**

Applicants/Landlords

- and -

**CLAYTON BROWN AND ANGEL KOOTALOK (BROWN)**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicants rent arrears in the amount of fifteen thousand two hundred dollars (\$15,200.00).
2. Pursuant to section 14.4(2)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicants the balance of the required security deposit in the amount of four hundred dollars (\$400.00).
3. 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 6th day of January,  
2015.

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Hal Logsdon  
Rental Officer

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R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**JOHN KAY AND PATRICIA KAY**

Applicants/Landlords

-and-

**CLAYTON BROWN AND ANGEL KOOTALOK (BROWN)**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** December 10, 2014

**Place of the Hearing:** Hay River, NT

**Appearances at Hearing:** John Kay, applicant  
Patricia Kay, applicant  
Clayton Brown, respondent

**Date of Decision:** December 10, 2014

**REASONS FOR DECISION**

The applicants alleged that the respondents had breached the tenancy agreement by failing to pay rent and failing to provide the full amount of the security deposit. The applicants sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents.

The applicants provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$15,200. The parties agreed that the verbal tenancy agreement between them required a security deposit of \$800 and that only \$400 had been paid.

The respondent did not dispute the allegations. The applicants stated that they did not really want to terminate the tenancy agreement and expressed their willingness to contract Mr. Brown to undertake some renovations and improvements to the premises in exchange for rent. The applicants withdrew their request for a termination order.

I find the applicants' rent records in order and find the respondents in breach of their obligation to pay rent. I also find that the respondents have failed to pay the balance of the required security deposit of \$400.

An order shall issue requiring the respondents to pay the applicants rent arrears of \$15,200, pay the outstanding security deposit of \$400 and pay future rent on time.

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Hal Logsdon  
Rental Officer