

IN THE MATTER between **MACKENZIE MANAGEMENT**, Applicant, and
NORMAN ELLIS, 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,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

MACKENZIE MANAGEMENT

Applicant/Landlord

- and -

NORMAN ELLIS

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 three thousand one hundred eighty dollars and seventy two cents (\$3180.72).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment #15, 5009 48th Street, Yellowknife, NT shall be terminated on June 30, 2002 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of May,
2002.

Hal Logsdon
Rental Officer

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BETWEEN:

MACKENZIE MANAGEMENT

Applicant/Landlord

-and-

NORMAN ELLIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 14, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: David McCann, representing the applicant

Date of Decision: May 14, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on May 7, 2002 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay alleged rent arrears and terminating the tenancy agreement between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$3180.72. The ledger indicates that the rent account has been in arrears constantly since May, 2000.

I find the respondent has breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$3180.72. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties. The applicant indicated that he wanted to give the respondent an opportunity to find other accommodation and requested that the tenancy be terminated on June 30, 2002.

An order shall be issued for the respondent to pay the applicant rent arrears and terminating the tenancy agreement between the parties on June 30, 2002.

Hal Logsdon
Rental Officer