

IN THE MATTER between **902754 NWT LTD.**, Applicant, and **CLARENCE RUFAS**, 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 **INUVIK, NT**.

BETWEEN:

902754 NWT LTD.

Applicant/Landlord

- and -

CLARENCE RUFAS

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 nine hundred fifty dollars (\$3950.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 15 Inuit Road, Inuvik, NT shall be terminated on January 31, 2002, and the respondent shall vacate the rental premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of January, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **902754 NWT LTD.**, Applicant, and **CLARENCE RUFAS**, 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:

902754 NWT LTD.

Applicant/Landlord

-and-

CLARENCE RUFAS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 7, 2002

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Talal Khatib, representing the applicant

Date of Decision: January 7, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on December 18, 2001, 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 for the payment of alleged rent arrears and termination of the tenancy agreement. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing as at January, 2002 in the amount of \$4000.

An arithmetic error exists in the ledger for the entry in November, 2001. The correct balance of rent owing should be \$3950.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$3950. In my opinion there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears are promptly paid.

An order shall be issued for the respondent to pay the applicant rent arrears in the amount of \$3950 and terminating the tenancy agreement between the parties on January 31, 2002, unless those rent arrears are paid in full.

Hal Logsdon
Rental Officer