

IN THE MATTER between **902754 NWT LTD.**, Applicant, and **ANDREW KENDI**, 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 -

ANDREW KENDI

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 eight thousand three hundred ninety six dollars and seventy seven cents (\$8396.77).
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 13 Inuit Road, Inuvik, NT shall be terminated on January 31, 2002 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full

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

Hal Logsdon
Rental Officer

IN THE MATTER between **902754 NWT LTD.**, Applicant, and **ANDREW KENDI**,
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-

ANDREW KENDI

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 11, 2002

REASONS FOR DECISION

The respondent was served with a notice of attendance on December 18, 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 for the payment of alleged rent arrears and termination of 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 \$10,400.

A previous order was filed by a rental officer on January 3, 2001 requiring the respondent to pay the applicant rent arrears and terminating the tenancy agreement on January 15, 2001 unless the arrears were paid in full. The applicant testified that although the respondent had not paid the arrears in full by January 15, 2001 he allowed the tenancy agreement to continue and essentially entered into a new agreement with the respondent. The applicant also submitted details of credits applied to the rent account for labour provided by the respondent.

I will not consider rent prior to January 16, 2001. In my opinion, the landlord has already been provided with a remedy for that period. Examination of the ledger provided by the applicant indicates a balance of rent owing in the amount of \$8396.77 calculated as follows:

| | |
|------------------------------|------------------|
| Rent (Jan 1/01 to Jan 31/01) | \$696.77 |
| Rent (Feb 1/01 to Jan 31/02) | 16,200.00 |
| Rent paid | (5100.00) |
| <u>Rent credits provided</u> | <u>(3400.00)</u> |
| Rent arrears | \$8396.77 |

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 \$8396.77. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall be issued for the respondent to pay the applicant rent arrears in the amount of \$8396.77 and terminating the tenancy agreement between the parties on January 31, 2002 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer