

IN THE MATTER between **J & J ACCOMMODATIONS**, Applicant, and **JIM DOBSON**, 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:

**J & J ACCOMMODATIONS**

Applicant/Landlord

- and -

**JIM DOBSON**

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 two thousand eight hundred dollars (\$2800.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 9 Bompas Street, Inuvik, NT shall be terminated on June 15, 2002 and the respondent shall vacate the rental premises on that date, unless the rent arrears of two thousand eight hundred dollars (\$2800.00) are paid in full.

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

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of May,  
2002.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**J & J ACCOMMODATIONS**

Applicant/Landlord

-and-

**JIM DOBSON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 24, 2002

**Place of the Hearing:** Inuvik, NT via videoconference

**Appearances at Hearing:** Jan Ballantyne, representing the applicant

**Date of Decision:** May 24, 2002

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on May 15, 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 the alleged rent arrears and terminating the tenancy agreement unless the arrears were paid.

The applicant testified that the respondent was two months in arrears which amounted to rent owing of \$2800. The rent for the premises is \$1400/month. The applicant provided the records of payment for February and March, 2002 which indicated that no payments of rent had been made by the respondent. The applicant indicated that they would be willing to permit the tenancy to continue if rent was promptly paid. The applicant indicated that the rent had been in arrears since February, 2002.

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 \$2800. 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 \$2800 and terminating the tenancy agreement on June 15, 2002 unless those arrears are paid in full. Should the tenancy continue, the respondent is ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer