

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and
CHRISTOPHER RIVETT, 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:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

CHRISTOPHER RIVETT

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 four thousand six hundred dollars (\$4600.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 207, 42 Con Road, Yellowknife, NT shall be terminated on February 20, 2003 and the respondent shall vacate the premises on that date, unless the respondent makes payments to the applicant (or receives rent credit from the applicant) of not less than three thousand dollars (\$3000.00).

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of
February, 2003.

Hal Logsdon
Rental Officer

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Applicant/Landlord

-and-

CHRISTOPHER RIVETT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 11, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant

Date of Decision: February 11, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on January 29, 2003 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 termination of the tenancy agreement. The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$4600. The statement also indicated that the rent had been in arrears since November 1, 2002 and that no payments of rent had been made since that date.

The applicant indicated that the parties had made an arrangement whereby the respondent would do some painting in exchange for a rent credit of \$3000. The painting was to be completed by February 20, 2003. The applicant indicated that they were willing to continue the tenancy provided the work was completed by that date.

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 \$4600. In my opinion there are sufficient grounds to terminate the tenancy agreement. Given the arrangement between the parties, it seems appropriate to terminate the tenancy on February 20, 2003 unless payments (or equivalent rent credits) of at least \$3000 are applied to the rent arrears.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$4600 and terminating the tenancy agreement between the parties on February 20, 2003 unless payments (or rent credits) of no less than \$3000 are applied to the rent account.

Hal Logsdon
Rental Officer