

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **JASON KEMP**, 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:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

- and -

JASON KEMP

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 seven hundred sixty seven dollars and forty one cents (\$3767.41).
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 23, 40 Tununuk Place, Inuvik, NT shall be terminated on March 19, 2003 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 10th day of March,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **G.B.H HOLDINGS LTD.**, Applicant, and **JASON KEMP**,
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:

G.B.H HOLDINGS LTD.

Applicant/Landlord

-and-

JASON KEMP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 5, 2003

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Harvey Hurst, representing the applicant

Date of Decision: March 5, 2003

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance at the rental premises on February 20, 2003 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent 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 between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing as at February 28, 2003 in the amount of \$2567.41. The applicant testified that since that time the March rent of \$1200 had come due and no payments of rent had been received, bringing the balance owing to \$3767.41. The statement indicated that no rent had been paid since December, 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 \$3767.41. In my opinion, there is little indication that the respondent intends to pay the rent and there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount

of \$3767.41 and terminating the tenancy agreement between the parties on March 19, 2003 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer