

IN THE MATTER between **RAHUL KHOSLA**, Applicant, and **JOHN RANSETH**,
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:

RAHUL KHOSLA

Applicant/Landlord

- and -

JOHN RANSETH

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 one hundred fifty dollars (\$3150.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as #3, 4921 46th Street, Yellowknife, NT shall be terminated on July 9, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of June,
2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **RAHUL KHOSLA**, Applicant, and **JOHN RANSETH**,
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:

RAHUL KHOSLA

Applicant/Landlord

-and-

JOHN RANSETH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 29, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rahul Khosla, applicant
John Ranseth, respondent

Date of Decision: June 29, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent for the months of March, April, May and June, 2004. The applicant testified that the balance of rent owing was \$3150. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The applicant stated that the rent account had been in arrears on several other occasions during the tenancy but the respondent had managed to pay the arrears.

The respondent did not dispute the allegations. The respondent testified that he suffered from a medical condition and was not currently employed. He stated that he did not have any prospects of employment and no resources to draw upon to pay the rent. He stated that he was not eligible for income support. He offered to give the landlord his furniture in lieu of rent but the applicant did not express any interest in the furniture.

There does not appear to be any reasonable arrangement which can be made for the orderly payment of these arrears or any assurance that future rent can be paid. There does not appear to be any remedy available to the landlord to prevent future loss except the termination of this tenancy agreement. I can not expect the landlord to continue this tenancy without the prospect of future rent or the orderly payment of the arrears.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$3150.

An order shall issue requiring the respondent to pay the applicant the rent arrears and terminating the tenancy agreement on July 9, 2004.

Hal Logsdon
Rental Officer