

IN THE MATTER between **RICHARD BILLINGHURST**, Applicant, and **DEBBIE MARACLE AND MITCH MARACLE AND ADAM MARACLE**, Respondents;

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:

RICHARD BILLINGHURST

Applicant/Landlord

- and -

DEBBIE MARACLE AND MITCH MARACLE AND ADAM MARACLE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand four hundred dollars (\$1400.00).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to pay for water for the premises by paying all outstanding water charges to the supplier.
3. 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 15 Johnson Crescent, Yellowknife, NT shall be terminated on November 30, 2004 and the respondents shall

vacate the premises on that date, unless the rent arrears in the amount of one thousand four hundred dollars (\$1400.00) and the security deposit in the amount of one thousand four hundred dollars (\$1400.00) are paid to the applicant and all outstanding charges for water are paid to the supplier.

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

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of November, 2004.

Hal Logsdon
Rental Officer

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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:

RICHARD BILLINGHURST

Applicant/Landlord

-and-

DEBBIE MARACLE AND MITCH MARACLE AND ADAM MARACLE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 2, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jim Weller, representing the applicant
Mitch Maracle, respondent

Date of Decision: November 2, 2004

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay for the cost of water. The applicant testified that the security deposit had been applied to the June, 2004 rent by mutual consent leaving the required security deposit outstanding. The applicant sought an order requiring the respondents to pay the alleged rent arrears and outstanding water charges and terminating the tenancy agreement.

The applicant testified that the November rent of \$1400 remained unpaid and that the water account with the City of Yellowknife was in arrears.

The respondent did not dispute the allegations.

The tenancy agreement between the parties obligates the tenants to pay for water and has been in effect for over three months, making the security deposit overdue.

I find the respondents in breach of their obligation to pay rent and the costs of water. I find the rent arrears to be \$1400 and the outstanding security deposit to be \$1400. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these amounts are paid in full.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1400 and to comply with their obligation to pay for water by paying all outstanding water

charges to the supplier. The order shall terminate the tenancy agreement on November 30, 2004 unless the rent arrears and security deposit in the total amount of \$2800 is paid to the applicant and all outstanding water charges are paid in full to the City of Yellowknife. Should the tenancy agreement continue, the respondents are ordered to pay all future rent on time.

Hal Logsdon
Rental Officer