

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **BRIAN EAGLE**, 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:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

- and -

BRIAN EAGLE

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 two hundred twenty eight dollars (\$2228.00).
2. 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 5138 Forrest Drive, Yellowknife, NT shall be terminated on December 10, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears and rent for December, 2004 in the total amount of two thousand seven hundred sixty eight dollars (\$2768.00) is paid in full.

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

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of November, 2004.

Hal Logsdon
Rental Officer

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Applicant, and **BRIAN EAGLE**, Respondent.

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BETWEEN:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

-and-

BRIAN EAGLE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 23, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Roberta Bulmer, representing the applicant

Date of Decision: November 23, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on November 8, 2004 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy 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 copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$2228. The applicant testified that the respondent had not contacted the landlord since July, 2004 and had paid no rent since then. The applicant stated that the rent was based on the last reported income and would be assessed at \$540 in December, 2004 unless the respondent filed an amended declaration of income.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$2228. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2228 and terminating the tenancy agreement on December 10, 2004 unless those arrears and the

December, 2004 rent in the total amount of \$2768 is paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer