

IN THE MATTER between **FLOYD SYDNEY**, Applicant, and **PETER ESAU JR.**,
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 **SACHS HARBOUR, NT**.

BETWEEN:

FLOYD SYDNEY

Applicant/Landlord

- and -

PETER ESAU JR.

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 one hundred dollars (\$2100.00)
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 13 Main Street, Sachs Harbour, NT, shall be terminated on November 9, 2004 and the respondent shall vacate the premises on that date unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of October,
2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **FLOYD SYDNEY**, Applicant, and **PETER ESAU JR.**,
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:

FLOYD SYDNEY

Applicant/Landlord

-and-

PETER ESAU JR.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 29, 2004
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Floyd Sydney, applicant (by telephone) Peter Esau, Jr. (by telephone)
<u>Date of Decision:</u>	October 7, 2004

REASONS FOR DECISION

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 terminating the tenancy agreement.

The applicant testified that no rent had been paid for the months of May, June, July, August and September, 2004 and that the rent was \$700/month. The applicant alleged that the balance owing was \$3500. The applicant stated that rent was to be paid via deposit to his bank account and that no deposits had been made for those months.

The respondent disputed the allegations stating that he had made several deposits but provided no detail or evidence supporting his statement.

After the hearing, the applicant contacted the rental officer by phone and stated that he had been in error and the following two deposits had been made to the account:

September 03, 2004 \$700

September 17, 2004 \$700

The respondent was contacted by phone and stated that he believed those were the deposits he had referred to in his testimony and felt the balance owing of \$2100 was correct.

The respondent stated that he intended to give notice to terminate the tenancy agreement as soon

as he was able to arrange alternate accommodation. The tenancy agreement between the parties was made for a term which expires November 9, 2004. The applicant stated that he was willing to permit the tenancy agreement to continue to the end of the term provided the respondent paid the rent by that date.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2100. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are paid.

An order shall issue requiring the respondent to pay rent arrears in the amount of \$2100 and terminating the tenancy agreement on November 9, 2004 unless the order is fully satisfied.

Hal Logsdon
Rental Officer