

IN THE MATTER between **LIRIC CONSTRUCTION LTD.**, Applicant, and **J.J. WHALEN**, 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:

LIRIC CONSTRUCTION LTD.

Applicant/Landlord

- and -

J.J. WHALEN

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 six hundred dollars (\$600.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 4 Braathen Avenue, Yellowknife, NT shall be terminated on January 31, 2005 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of January, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **LIRIC CONSTRUCTION LTD.**, Applicant, and **J.J. WHALEN**, 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:

LIRIC CONSTRUCTION LTD.

Applicant/Landlord

-and-

J.J. WHALEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 25, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Arie Keppel, representing the applicant
J.J. Whalen, respondent

Date of Decision: January 25, 2005

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 provided a statement of the rent account which indicated a balance of rent owing in the amount of \$600, representing the rent for January, 2005.

The respondent did not dispute the allegations and said he planned to vacate the premises on January 31, 2005.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$600.

In my opinion, there are sufficient grounds to terminate the tenancy agreement by order.

An order shall issue requiring the respondent to pay the rent arrears in the amount of \$600 and terminating the tenancy agreement on January 31, 2005. The applicant holds a partial security deposit of \$300 which may be applied to the satisfaction of this order in accordance with the *Residential Tenancies Act*.

Hal Logsdon
Rental Officer