

IN THE MATTER between **CONSTANTINA TSETSOS AND WAYNE GUY**,
Applicants, and **NORM BYATT**, 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:

CONSTANTINA TSETSOS AND WAYNE GUY

Applicants/Landlords

- and -

NORM BYATT

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 five thousand one hundred fifty dollars (\$5150.00).
2. Pursuant to section 41(4)(c) & 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 3512 McDonald Drive, Yellowknife, NT shall be terminated on May 16, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of May,
2005.

Hal Logsdon
Rental Officer

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NORM BYATT

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REASONS FOR DECISION

Date of the Hearing: May 5, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Constantina Tsetsos, applicant

Date of Decision: May 5, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on April 21, 2005 but failed to appear at the hearing. The hearing was held in his absence.

A previous order (File #10-8235, filed on February 1, 2005) was issued requiring the respondent to pay rent arrears of \$1550, the remaining balance of the security deposit and to pay future rent on time. The applicant testified that since that order was issued, the respondent had made only one payment of \$1500 and the rent for February, March, April and May, 2005 had come due. The rent for the premises is \$1275/month. The applicant sought an order requiring the respondent to pay the alleged rent arrears and termination of the tenancy agreement.

Applying the \$1500 payment to the oldest debt I find rent arrears in the amount of \$5150 calculated as follows:

January/05 rent	\$50
Feb/05 rent	1275
March/05 rent	1275
April/05 rent	1275
May/05 rent	<u>1275</u>
Total rent arrears	\$5150

Of the \$5150 owing, \$50 remains unsatisfied from the previous order and \$5100 are arrears which have accrued since the last order was issued.

I find the respondent in breach of his obligation to pay rent. 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 \$5100 and terminating the tenancy agreement between the parties on May 16, 2005 unless the full amount of the rent arrears in the amount of \$5150 is paid in full.

Hal Logsdon
Rental Officer