

IN THE MATTER between **902800 NWT LIMITED**, Applicant, and **NICK MERCREDI**, 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:

902800 NWT LIMITED

Applicant/Landlord

- and -

NICK MERCREDI

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 one thousand three hundred dollars (\$1300.00).
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 Apartment #3, 5123 - 50th Street, 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.
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 5th day of May, 2005.

Hal Logsdon
Rental Officer

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-and-

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REASONS FOR DECISION

Date of the Hearing: May 5, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Seamus Henry, representing the applicant

Date of Decision: May 5, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered mail sent to the address of the rental premises on April 21, 2005. The applicant testified that he believed the tenant was still in possession. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had failed to pay rent in accordance with the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were promptly paid.

The applicant testified that the April, 2005 rent and the May, 2005 rent had not been paid and that the rent for the premises was \$650/month. The applicant testified that the tenancy agreement between the parties required the rent to be paid monthly in advance.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1300. 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 \$1300 and terminating the tenancy agreement on May 16, 2005 unless the rent arrears are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer