

IN THE MATTER between **THE EXECUTIVE LTD.**, Applicant, and **LEONARD HAYNES**, 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:

**THE EXECUTIVE LTD.**

Applicant/Landlord

- and -

**LEONARD HAYNES**

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 four thousand three hundred fifty dollars (\$4350.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 301, 4920 - 54th Avenue, Yellowknife, NT shall be terminated on July 18, 2005 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of July, 2005.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **THE EXECUTIVE LTD.**, Applicant, and **LEONARD HAYNES**, 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:

**THE EXECUTIVE LTD.**

Applicant/Landlord

-and-

**LEONARD HAYNES**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 7, 2005

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Doreen Benoit, representing the applicant

**Date of Decision:** July 7, 2005

**REASONS FOR DECISION**

Personal service of the Notice of Attendance was attempted but was unsuccessful. The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

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 and July, 2005. The rent for the premises is \$1450/month and is due in advance on the first day of each month. The applicant also testified that the electrical service to the premises had been discontinued on June 28, 2005 and that the respondent was apparently living on the premises without electricity.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$4350. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties. This tenancy agreement commenced in April, 2005 and the respondent has paid only one month's rent since that time and is not providing electricity to the premises in accordance with the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$4350 and terminating the tenancy agreement on July 18, 2005.

---

Hal Logsdon  
Rental Officer