

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,
Applicant, and **ROB DAVENPORT**, 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:

N.W.T. COMMUNITY SERVICES CORPORATION

Applicant/Landlord

- and -

ROB DAVENPORT

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 eighty dollars (\$2080.00).
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 510, 5004 - 54th Street, Yellowknife, NT shall be terminated on November 30, 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 1st day of
November, 2005.

Hal Logsdon
Rental Officer

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BETWEEN:

N.W.T. COMMUNITY SERVICES CORPORATION

Applicant/Landlord

-and-

ROB DAVENPORT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 1, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Gail Leonardis, representing the applicant

Date of Decision: November 1, 2005

REASONS FOR DECISION

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 termination of the tenancy agreement unless the arrears were paid in full by November 30, 2005.

The applicant provided a statement of the rent which indicated a balance owing in the amount of \$2080. The account has been in arrears since May, 2005. The applicant testified that numerous attempts have been made to contact the respondent to make arrangements for payment of the outstanding rent with no success. The applicant stated that they would be satisfied to permit the tenancy to continue if the rent arrears were promptly paid and suggested November 30, 2005 as a reasonable date for full payment.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2080. 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

\$2080 and terminating the tenancy agreement on November 30, 2005 unless the arrears are paid in full.

Hal Logsdon
Rental Officer