

IN THE MATTER between **WAM DEVELOPMENT GROUP NORTH**, Applicant,  
and **ERIC LATIMER**, 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:

**WAM DEVELOPMENT GROUP NORTH**

Applicant/Landlord

- and -

**ERIC LATIMER**

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 three thousand eight hundred twenty seven dollars and sixty two cents (\$3827.62).
2. 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 10th day of  
February, 2006.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **WAM DEVELOPMENT GROUP NORTH**, Applicant,  
and **ERIC LATIMER**, 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:

**WAM DEVELOPMENT GROUP NORTH**

Applicant/Landlord

-and-

**ERIC LATIMER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 7, 2006

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

**Appearances at Hearing:** Kelly Hayden, representing the applicant

**Date of Decision:** February 7, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on January 28, 2006, but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for water. The applicant sought an order requiring the respondent to pay the alleged rent and water arrears and to pay future rent on time.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3827.62. Of this amount, \$2927.62 represented charges for water which had not been paid by the respondent and had been transferred to the landlord's property taxes. As this amount is now payable to the landlord, they may properly be considered rent arrears.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$3827.62. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3827.62 and to pay future rent on time.

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Hal Logsdon  
Rental Officer