

IN THE MATTER between **C.C. HOLDINGS LTD.**, Applicant, and **KURT STEWART**, 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:

C.C. HOLDINGS LTD.

Applicant/Landlord

- and -

KURT STEWART

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 ten thousand one hundred twenty dollars (\$10,120.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of electricity which will be paid on his behalf in the amount of one hundred thirty dollars (\$130.00).
3. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement for

the premises known as 862 Bigelow Crescent, Yellowknife, NT shall be terminated on April 4, 2006 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of March, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **C.C. HOLDINGS LTD.**, Applicant, and **KURT STEWART**, 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:

C.C. HOLDINGS LTD.

Applicant/Landlord

-and-

KURT STEWART

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 24, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Marvin Zorn, representing the applicant

Date of Decision: March 24, 2006

REASONS FOR DECISION

The application was filed against joint tenants Kurt Stewart and Debbie Drybone on February 10, 2006. The applicant stated that he wished to proceed against Kurt Stewart only as Ms Drybone had vacated the premises and was making payments. The style of cause of the order shall be amended accordingly.

The respondent was served with a Notice of Attendance by registered mail sent to the rental premises. The applicant testified that the respondent was still in possession of the rental 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 the respondent had failed to pay for electricity which was his obligation pursuant to the tenancy agreement and the landlord had assumed the electrical account to prevent damage to the rental premises. The applicant testified that the March, 2006 electrical charges were estimated to be \$130 and sought compensation for these charges which would be paid on behalf of the respondent.

The applicant provided a statement of the rent account which indicated a balance of rent owing as at February 28, 2006 in the amount of \$9570. The applicant testified that since that date the March, 2006 rent of \$1400 had come due and Ms Drybone had paid \$850, bringing the balance

owing to \$10,120.

I find the respondent in breach of his obligation to pay rent and to pay for electricity during the term of the agreement. I find the rent arrears to be \$10,120. I find the estimated electrical charges of \$130 reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$10,120, electrical charges of \$130 and terminating the tenancy agreement on April 4, 2006. The respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer