

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 one thousand one hundred seventy seven dollars and sixty two cents (\$1177.62).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to pay for water during the term of the tenancy agreement by paying all outstanding charges for water.
3. Pursuant to sections 41(4)(c), 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the

tenancy agreement between the parties for the premises known as 4904 47th Street, Yellowknife, NT shall be terminated on July 31, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears and all outstanding charges for water are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of July, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

WAM DEVELOPMENT GROUP NORTH

Applicant/Landlord

-and-

ERIC LATIMER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 6, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Kelly Hayden, representing the applicant
Eric Latimer, respondent

Date of Decision: July 6, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for water during the term of the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears and water charges and terminating the tenancy agreement on July 31, 2006 unless the rent arrears and outstanding water charges were paid in full.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1177.62. The applicant also provided a copy of an invoice for water from the City of Yellowknife indicating outstanding charged for water in the amount of \$611.55. The written tenancy agreement between the parties requires the tenant to pay for water during the term of the tenancy agreement.

A previous order (File #10-8856, filed on February 17, 2006) required the respondent to pay the applicant rent arrears. This order has been satisfied.

The respondent did not dispute the allegations and stated that he could pay the rent arrears and water charges promptly.

I find the rent statement in order and find rent arrears in the amount of \$1177.62. I also find the respondent's account for water to be seriously in arrears. In my opinion, there are sufficient

grounds to terminate the tenancy agreement unless the rent and the outstanding water charges are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1177.62 and to comply with his obligation to pay for water charges by paying the City of Yellowknife all outstanding water charges. The tenancy shall be terminated on July 31, 2006 unless the rent arrears and all outstanding water charges are paid in full.

Hal Logsdon
Rental Officer