

IN THE MATTER between **902800 NWT LIMITED**, Applicant, and **JOSH WATSON**, 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:

902800 NWT LIMITED

Applicant/Landlord

- and -

JOSH WATSON

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 nine hundred seventy dollars (\$1970.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 3, 5123 50th Street, Yellowknife, NT shall be terminated on October 25, 2006 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of October, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **902800 NWT LIMITED**, Applicant, and **JOSH WATSON**, Respondent.

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BETWEEN:

902800 NWT LIMITED

Applicant/Landlord

-and-

JOSH WATSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 12, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Michael Henry, representing the applicant
Josh Watson, respondent

Date of Decision: October 12, 2006

REASONS FOR DECISION

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 unless suitable arrangements were made for prompt payment.

The applicant testified that the rent for the premises was \$650/month and that no rent had been received for the months of August, September or October, 2006 bringing the balance owing to \$1970.

The respondent did not dispute the allegations and stated that he was unable to afford the rent and would vacate the premises. The applicant agreed to waive the October, 2006 rent if the premises were vacated on or prior to October 15, 2006.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1970. Given the respondent's inability to pay the monthly rent, termination of the tenancy agreement would appear to be the only remedy to prevent further loss to the applicant.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1970 and terminating the tenancy agreement on October 25, 2006.

Hal Logsdon
Rental Officer