

IN THE MATTER between **IAN FERNANDES**, Applicant, and **SEAN QITSUALIK**, 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:

**IAN FERNANDES**

Applicant/Landlord

- and -

**SEAN QITSUALIK**

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 five hundred fifty dollars (\$1550.00).
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 Houseboat off West Joliffe Island, Yellowknife, NT shall be terminated on November 10, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears, rent for November, 2006 and the outstanding security deposit in the total amount of three thousand fifty dollars (\$3050.00) is paid to the applicant in full.

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

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **IAN FERNANDES**, Applicant, and **SEAN QITSUALIK**, 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:

**IAN FERNANDES**

Applicant/Landlord

-and-

**SEAN QITSUALIK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 12, 2006**

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

**Appearances at Hearing:**                      **Mildred Wilke, representing the applicant**

**Date of Decision:**                      **October 18, 2006**

**REASONS FOR DECISION**

The respondent was personally served with a Notice of Attendance on September 27, 2006 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and by failing to provide the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant's representative testified that the outstanding rent was \$1550, consisting of the following amounts:

Balance of August/06 rent	\$50
September rent	750
October rent	<u>750</u>
Total rent arrears	\$1550

The applicant's representative testified that none of the required \$750 security deposit had been paid.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1550.

I also find the respondent in breach of his obligation to provide the applicant with the required security deposit. At this time, the respondent is obligated to provide only 50% of the security deposit but the balance will become due on November 1, 2006, three months after the commencement of the tenancy agreement. In my opinion, there are sufficient grounds to

terminate the tenancy agreement unless the outstanding rent and the security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1550 and terminating the tenancy agreement on November 10, 2006 unless the rent arrears, security deposit and the November, 2006 rent in the total amount of \$3050 is paid in full. I calculate that amount as follows:

Rent arrears	\$1550
Security deposit	750
November, 2006 rent	<u>750</u>
Total	\$3050

---

Hal Logsdon  
Rental Officer