

IN THE MATTER between **HANS BAUHAUS**, Applicant, and **STEPHEN SHARMAN**, 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:

HANS BAUHAUS

Applicant/Landlord

- and -

STEPHEN SHARMAN

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 four thousand eight hundred dollars (\$4800.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as North Side Basement Suite, 5109 52nd Street, Yellowknife, NT shall be terminated on December 31, 2006 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of December, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **HANS BAUHAUS**, Applicant, and **STEPHEN SHARMAN**, 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:

HANS BAUHAUS

Applicant/Landlord

-and-

STEPHEN SHARMAN

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REASONS FOR DECISION

Date of the Hearing: December 13, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Hans Bauhaus, applicant

Date of Decision: December 13, 2006

REASONS FOR DECISION

Both the rental office and the applicant have attempted to personally serve the respondent with Notices of Attendance for a hearing. After two failed attempts at service, the applicant advised the Rental Officer that the respondent normally received his mail at General Delivery and a Notice of Attendance was served by registered mail to that address. The respondent appears to be avoiding service and did not 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 sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant testified that no rent had been paid for the months of July, August, September, October, November and December, 2006 and that the rent for the premises is \$800/month bringing the balance of rent owing to \$4800.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$4800. 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 \$4800 and terminating the tenancy agreement on December 31, 2006.

Hal Logsdon
Rental Officer