

IN THE MATTER between **COREY DRESSLER**, Applicant, and **ROB DAVENPORT**, 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:

**COREY DRESSLER**

Applicant/Landlord

- and -

**ROB DAVENPORT**

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 six hundred dollars (\$600.00).
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 Basement Apartment, 5112 51st Street, Yellowknife, NT shall be terminated on November 30, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of November, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**COREY DRESSLER**

Applicant/Landlord

-and-

**ROB DAVENPORT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 28, 2006

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

**Appearances at Hearing:** Corey Dressler, applicant  
Rob Davenport, respondent

**Date of Decision:** November 28, 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 between the parties.

The applicant testified that the rent for the premises was \$600/month and that no rent had been received for November, 2006. The applicant stated that other monthly rents had not been paid which he estimated at \$80. The applicant stated that he did not keep a ledger or other record of payments.

The respondent agreed that he had failed to pay the November, 2006 rent of \$600 but disputed that he owed rent for any other periods. He stated that he did not have receipts for any payments made.

The respondent also stated that he had given notice to the applicant to vacate the premises on November 30, 2006 but had not done so in writing. There is no evidence that the parties have mutually agreed in writing to terminate the tenancy agreement.

I find the respondent in breach of his obligation to pay rent. From the evidence, I can only determine that the rent for November, 2006 in the amount of \$600 has not been paid. In my

opinion, there are sufficient grounds to terminate the tenancy agreement by order unless the rent arrears of \$600 are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$600 and terminating the tenancy agreement on November 30, 2006 unless those arrears are paid in full.

The decision was provided to the parties at the hearing.

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Hal Logsdon  
Rental Officer