

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 six hundred fifty dollars (\$1650.00).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to pay for water and electricity during the term of the tenancy agreement.
3. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 4904 - 47 Street, Yellowknife, NT shall be

terminated on February 28, 2007 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of February, 2007.

Rental Officer

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Hal Logsdon

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BETWEEN:

**WAM DEVELOPMENT GROUP NORTH**

Applicant/Landlord

-and-

**ERIC LATIMER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 6, 2007

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

**Appearances at Hearing:** Ann Lorena Shalala, representing the applicant  
Eric Latimer, respondent

**Date of Decision:** February 6, 2007

**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 utilities during the term of the tenancy agreement. The applicant served a notice of early termination on the respondent on December 18, 2006 seeking vacant possession on January 31, 2007. The respondent remains in possession of the premises. The applicant sought an order requiring the respondent to pay the alleged rent and utility arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$850 as at January 29, 2007. The applicant testified that since that date the February, 2007 rent had come due in the amount of \$800 bringing the balance owing to \$1650.

The applicant testified that the supplier of electricity had placed a load limiter on the electrical service of the premises due to non-payment of electricity and that the respondent was in arrears on his water account in the amount of \$199.08. The tenancy agreement between the parties, submitted by the applicant in evidence, obligates the tenant to pay for electricity and water during the term of the tenancy agreement.

The respondent did not dispute the allegations.

There have been two previous orders issued requiring the respondent to pay the applicant rent arrears and to pay future rent on time. The respondent has repeatedly fallen into arrears of rent and water. The landlord can not be expected to continuously file applications in order to enforce their right to collect the rent. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

I find the respondent in breach of his obligation to pay rent and utilities. I find the rent arrears to be \$1650. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1650 and terminating the tenancy agreement on February 28, 2007. The order shall also require the respondent to comply with his obligation to pay for water and electricity during the term of the tenancy agreement.

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Hal Logsdon  
Rental Officer