

IN THE MATTER between **JOHN ROBERT (ROBBIE) PASCAL**, Applicant, and **MIKE SADLER**, 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:

**JOHN ROBERT (ROBBIE) PASCAL**

Applicant/Landlord

- and -

**MIKE SADLER**

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 five thousand dollars (\$5000.00).
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 46 Hordal Road, Yellowknife, NT shall be terminated on December 5, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for December, 2007 in the total amount of six thousand seven hundred dollars (\$6700.00) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of November, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**MIKE SADLER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 27, 2007

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

**Appearances at Hearing:** John Robert (Robbie) Pascal, applicant (by telephone)  
Coral Rix, representing the applicant  
Mike Sadler, respondent

**Date of Decision:** November 27, 2007

**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 tenancy agreement between the parties commenced on September 1, 2007 and the monthly rent for the premises is \$1700. The written tenancy agreement between the parties obligates the tenant to pay rent in advance on the first day of the month. The applicant testified that no rent had been paid in September, October or November, 2007 and that a credit of \$100 had been granted to the respondent for cleaning, bringing the balance of rent owing to \$5000.

The respondent stated that he had complaints about the landlord and intended to pay the rent to a rental officer. The respondent did not dispute the allegations concerning rent.

A tenant may not withhold rent as a remedy, nor can they pay rent to a rental officer without an order requiring them to do so. The respondent has not filed an application seeking an order. The allegation of non-payment of rent is the only issue before me and the only one I shall address.

The respondent is free to file an application should he have other issues to be resolved.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$5000.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5000 and terminating the tenancy agreement on December 5, 2007 unless the rent arrears and the rent for December, 2007 in the total amount of \$6700 are paid in full.

Should the tenancy agreement continue the respondent is also ordered to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer