

IN THE MATTER between **CITY MOTORS YELLOWKNIFE LTD.**, Applicant, and **ANDRE DUPRES**, 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:

CITY MOTORS YELLOWKNIFE LTD.

Applicant/Landlord

- and -

ANDRE DUPRES

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 eleven thousand two hundred fifty dollars (\$11,250.00).
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 South Apartment, 5109 52nd Street, Yellowknife, NT shall be terminated on December 20, 2007 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 5th day of December, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **CITY MOTORS YELLOWKNIFE LTD.**, Applicant, and **ANDRE DUPRES**, 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:

CITY MOTORS YELLOWKNIFE LTD.

Applicant/Landlord

-and-

ANDRE DUPRES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 27, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Hans Bauhaus, representing the applicant

Date of Decision: December 5, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on November 17, 2007 but failed to 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 between the parties. The applicant served a notice of early termination on the respondent sent by registered mail on November 5, 2007. The respondent remains in possession of the premises.

The applicant stated that the respondent owed rent of \$11,300 but provided no detail as to how the alleged rent arrears had accrued. The decision was reserved pending the receipt of documentation of the rent account. The applicant provided detail on the rent account which indicated a balance of rent owing in the amount of \$11,250. Only two rent payments totalling \$2700 have been made in 2007. The rent for the premises is \$900/month.

I find the applicant's statement in order and find the respondent in breach of his obligation to pay rent. 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

\$11,250 and terminating the tenancy agreement on December 20, 2007 unless those rent arrears are paid in full.

Hal Logsdon
Rental Officer