

IN THE MATTER between **HEATHER FUNNELL**, Applicant, and **TAYLOR ABBOTT**, 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:

HEATHER FUNNELL

Applicant/Landlord

- and -

TAYLOR ABBOTT

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 thousand five hundred eighty five dollars and twenty five cents (\$6585.25).
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 28 Gold City Court, Yellowknife, NT, shall be terminated on April 15, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears and the outstanding security deposit in

the total amount of eight thousand seven hundred seventy two dollars (\$8772.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of April, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

HEATHER FUNNELL

Applicant/Landlord

-and-

TAYLOR ABBOTT

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REASONS FOR DECISION

Date of the Hearing: April 1, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trisha DaCorte, representing the applicant
Jim Weller, representing the applicant

Date of Decision: April 1, 2009

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the required security deposit. The applicant also testified that the respondent had failed to establish an account with the City of Yellowknife for water or pay for water for the premises in accordance with the tenancy agreement.

The applicant provided a statement in evidence which indicated a balance owing in the amount of \$8772. Included in this amount was rent for February, March and April, 2009 (\$6560.25), the outstanding security deposit (\$2186.75) and a charge for a returned cheque (\$25).

The tenancy agreement between the parties commenced on December 20, 2008 making the full amount of the required security deposit now overdue. The tenancy agreement also obligates the respondent to pay for water during the term of the agreement.

I find the statement in order and find the respondent in breach of his obligation to pay the rent, provide the required security deposit and to pay for water. I find the rent arrears, including the NSF fee, to be \$6585.25 and the outstanding security deposit to be \$2186.75. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and

security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$6585.25 and requiring the respondent to comply with his obligation to establish an account and pay for water in accordance with the tenancy agreement. The order shall terminate the tenancy agreement on April 15, 2009 unless the rent arrears and security deposit, totalling \$8772, are paid in full. I calculate that amount as follows:

Rent arrears	\$6585.25
Security deposit	<u>2186.75</u>
Total owing applicant	\$8772.00

Hal Logsdon
Rental Officer