

IN THE MATTER between **JODPHUR HOLDINGS LTD.**, Applicant, and **RICHARD MARSHALL**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

JODPHUR HOLDINGS LTD.

Applicant/Landlord

- and -

RICHARD MARSHALL

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 three thousand three hundred dollars (\$3300.00).
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 Unit 13, 416 Byrne Road, Yellowknife, NT shall be terminated on May 20, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of three thousand three hundred dollars (\$3300.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of May, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **JODPHUR HOLDINGS LTD.**, Applicant, and **RICHARD MARSHALL**, 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:

JODPHUR HOLDINGS LTD.

Applicant/Landlord

-and-

RICHARD MARSHALL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 4, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Shiela Embodo, representing the applicant
Richard Marshall, respondent

Date of Decision: May 4, 2011

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, terminating the tenancy agreement and evicting the respondent from the premises.

The applicant testified that the current rent arrears were \$3300. She testified that the monthly rent for the premises is \$1000 and the respondent owed \$300 for January, \$1000 for February, \$1000 for March and \$1000 for April.

The respondent did not dispute the allegations and stated that he would be able to pay the arrears by May 31, 2011.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$3300. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. In my opinion, May 20, 2011 is a more reasonable date for full payment of the arrears.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3300 and terminating the tenancy agreement on May 20, 2011 unless the rent arrears are paid in full.

An eviction order shall be issued separately.

Hal Logsdon
Rental Officer