

IN THE MATTER between **RANGER APARTMENTS**, Applicant, and **CRAIG ROSS**, 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 **HAY RIVER, NT**.

BETWEEN:

RANGER APARTMENTS

Applicant/Landlord

- and -

CRAIG ROSS

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 seven hundred twenty three dollars (\$723.00).
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 Apartment 9, 4 Royal Road, Hay River, NT shall be terminated on September 30, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of seven hundred twenty three dollars (\$723.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of September, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **RANGER APARTMENTS**, Applicant, and **CRAIG ROSS**, 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:

RANGER APARTMENTS

Applicant/Landlord

-and-

CRAIG ROSS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 16, 2011

Place of the Hearing: Hay River, NT

Appearances at Hearing: Bernie Langille, representing the applicant
Craig Ross, respondent

Date of Decision: September 16, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged arrears, terminating the tenancy agreement and evicting the respondent.

The applicant provided a copy of the tenant rent ledger which indicated a balance of rent and penalties for late rent in the amount of \$723. The monthly rent for the premises is \$550. The applicant stated that the rent is rarely paid on time.

The respondent did not dispute the allegations.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$723. In my opinion, the record of late rent and the current rent arrears are sufficient grounds to terminate the tenancy agreement unless the current arrears of \$723 are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$723 and terminating the tenancy agreement on September 30, 2011 unless those arrears are paid in full.

An eviction order to be effective on October 1, 2011 unless the arrears are paid in accordance with this order shall be issued separately.

Hal Logsdon
Rental Officer