

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,  
and **CLAYTON MCPHEE**, 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:

**MIDWEST PROPERTY MANAGEMENT**

Applicant/Landlord

- and -

**CLAYTON MCPHEE**

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 five hundred forty nine dollars (\$5549.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 305, 4402 School Draw Avenue, Yellowknife, NT shall be terminated on January 31, 2014 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full

by 12:00 noon on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of January,  
2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,  
and **CLAYTON MCPHEE**, 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:

**MIDWEST PROPERTY MANAGEMENT**

Applicant/Landlord

-and-

**CLAYTON MCPHEE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 8, 2014

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

**Appearances at Hearing:** Joyce Dust, representing the applicant  
Clayton McPhee, respondent

**Date of Decision:** January 8, 2014

**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 rent arrears, terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$5549.

The respondent did not dispute the amount owing and stated that he could pay the full amount of the rent arrears on or before January 31, 2014. The applicant agreed to continue the tenancy provided the rent arrears were paid in full on or before 12:00 noon on January 31, 2014.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$5549. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$5549 and terminating the tenancy on January 31, 2014 unless the rent arrears are paid in full by 12:00 noon on that date.

An eviction order to be effective on February 1, 2014 unless the rent arrears are paid on or before

12:00 noon on January 31, 2014 shall be issued separately.

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Hal Logsdon  
Rental Officer