

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and
CHRISTOPHER RIVETT, 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:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

CHRISTOPHER RIVETT

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 one thousand two hundred ninety seven dollars (\$1297.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Apartment 207, 42 Con Road, Yellowknife, NT shall be terminated on March 31, 2002 and the respondent shall vacate the rental premises on that date unless the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all future rent on time.

4. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the applicant shall comply with their obligation to maintain the rental premises by cleaning the carpet in the rental premises and by inspecting and repairing the bathroom floor as necessary to restore structural integrity.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of March, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

CHRISTOPHER RIVETT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 12, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Leslie Cole, representing the applicant
Christopher Rivett, respondent

Date of Decision: March 12, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order for the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1297. The applicant indicated that they would be willing to permit the tenancy to continue provided the rent was promptly paid.

The respondent did not dispute the allegations and indicated that he would be able to pay the arrears in full prior to March 31, 2002.

The respondent alleged that when he moved into the premises, the carpets were not in a clean condition and that the landlord had agreed to clean them. He also alleged that the bathroom floor structure was not sound. The applicant indicated that the respondent has requested an early move-in date and as a consequence the carpets had not been cleaned. The applicant indicated that they would clean the carpets and inspect the floor as soon as they could reasonably schedule the work.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$1297. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid. I also find that the respondent has breached the tenancy agreement by failing to properly maintain the rental

premises.

An order shall be issued for the respondent to pay the applicant rent arrears in the amount of \$1297 and terminating the tenancy agreement between the parties on March 31, 2002 unless those arrears are paid in full. The order shall also require the respondent to pay all future rent on time should the tenancy agreement continue. The order shall also require the applicant to clean the carpets in the rental premises and to inspect the bathroom floor structure and carry out repairs as necessary to restore structural integrity to the floor.

Hal Logsdon
Rental Officer