

IN THE MATTER between **LIRIC CONSTRUCTION LTD.**, Applicant, and **LARRY WYKES**, 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:

**LIRIC CONSTRUCTION LTD.**

Applicant/Landlord

- and -

**LARRY WYKES**

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 dollars (\$1200.00).
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 4 Braathen Avenue, Yellowknife, NT shall be terminated on November 30, 2004 and the respondent shall vacate the 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 future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of November, 2004.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**LIRIC CONSTRUCTION LTD.**

Applicant/Landlord

-and-

**LARRY WYKES**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 23, 2004

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

**Appearances at Hearing:** Arie Keppel, representing the applicant  
Larry Wykes, respondent

**Date of Decision:** November 23, 2004

**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 and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated that the October and November, 2004 rent had not been paid resulting in a balance owing of \$1200.

The respondent did not dispute the allegations.

I find the respondent in breach of his obligation to pay rent and find the arrears to be \$1200. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1200 and terminating the tenancy agreement on November 30, 2004 unless the arrears are paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer