

IN THE MATTER between **YKD PROPERTY MANAGEMENT**, Applicant, and **BRAD CHRISTENSEN**, 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:

YKD PROPERTY MANAGEMENT

Applicant/Landlord

- and -

BRAD CHRISTENSEN

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 eighty six dollars and sixty four cents (\$3086.64).
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 13, 486 Range Lake Road, Yellowknife, NT shall be terminated on September 30, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears and the September, 2006 rent in the total amount of four thousand five hundred thirty six dollars and sixty four cents (\$4536.64) is 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 1st day of September, 2006.

Hal Logsdon
Rental Officer

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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:

YKD PROPERTY MANAGEMENT

Applicant/Landlord

-and-

BRAD CHRISTENSEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 31, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jennifer Eggenberger, representing the applicant
Bruce Christensen, representing the respondent

Date of Decision: August 31, 2006

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 and terminating the tenancy agreement.

The applicant provided a copy of the rent ledger which indicated a balance of rent owing in the amount of \$3086.64. The rent for the premises is \$1450/month.

The respondent's representative did not dispute the allegations and indicated the arrears and the September, 2006 rent could be paid by September 30, 2006. The applicant agreed that the tenancy agreement could continue if the rent arrears and the September, 2006 rent was paid in full by September 30, 2006.

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 \$3086.64. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3086.64 and terminating the tenancy agreement on September 30, 2006 unless the rent arrears and the September, 2006 rent in the total amount of \$4536.64 is paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer