

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JAMES SCHILLER**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

JAMES SCHILLER

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 two thousand four hundred seventy dollars (\$2470.00).
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 77 Morrison Drive, Yellowknife, NT shall be terminated on October 31, 2006 and the respondent shall vacate the premises on that date unless the rental arrears in the amount of two thousand four hundred seventy dollars (\$2470.00) is paid in full.

.../2

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 21st day of September, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JAMES SCHILLER**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

JAMES SCHILLER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 20, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
James Schiller, respondent

Date of Decision: September 20, 2006

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 termination of the tenancy agreement unless the arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2470.

The respondent did not dispute the allegations and indicated that the arrears could be paid in full by the end of October, 2006 which was satisfactory to the applicant.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2470. 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 \$2470 and terminating the tenancy agreement on October 31, 2006 unless those arrears are paid in full. Should the tenancy continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer