

IN THE MATTER between **DBW INVESTMENTS**, Applicant, and **WM. SCOTT CUTTING**, 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:

DBW INVESTMENTS

Applicant/Landlord

- and -

WM. SCOTT CUTTING

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 one hundred dollars (\$2100.00).
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 3601 Franklin Avenue, upstairs, Yellowknife, NT shall be terminated on June 19, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

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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 11th day of June, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **DBW INVESTMENTS**, Applicant, and **WM. SCOTT CUTTING**, 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:

DBW INVESTMENTS

Applicant/Landlord

-and-

WM. SCOTT CUTTING

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 10, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jo-Ann Martin, representing the applicant
Wm. Scott Cutting, respondent (by telephone)

Date of Decision: June 10, 2008

REASONS FOR DECISION

The respondent's name is mis-spelled on the application. The style of cause of the order shall reflect the correct spelling of the respondent's name.

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 testified that part of the May, 2008 rent had not been paid (\$200) and all of the June rent was outstanding (\$1900). The applicant testified that the rent had been paid late on repeated occasions. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The respondent did not dispute the allegations and indicated that he could pay the full amount in one week.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2100. 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

\$2100 and terminating the tenancy agreement on June 19, 2008 unless the rent arrears are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer
