

IN THE MATTER between **CATALYNA CORREA AND GRANT GOWANS**,  
Applicants, and **ROB DAVENPORT**, 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:

**CATALYNA CORREA AND GRANT GOWANS**

Applicants/Landlords

- and -

**ROB DAVENPORT**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicants rent arrears in the amount of nine hundred twenty dollars (\$920.00).
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 Suite #3, 5105 - 51st Street, Yellowknife, NT shall be terminated on July 5, 2008 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 4th day of July, 2008.

Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicants/Landlords

-and-

**ROB DAVENPORT**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 2, 2008</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Catalyna Correa, applicant Grant Gowans, applicant Rob Davenport, respondent</b>
<b><u>Date of Decision:</u></b>	<b>July 2, 2008</b>

### **REASONS FOR DECISION**

The applicants alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the rent on the days it was due. The applicants sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicants testified that the July, 2008 rent of \$920 had not been paid. The applicant also testified that the January, 2008 rent was paid late (5 days), the May, 2008 rent was paid late (9 days) and the June rent was paid late (6 days).

The respondent did not dispute the allegations but stated that he paid the June rent on May 28, 2008 by e-mail transfer which failed. He was unaware that the payment had not been completed. The respondent stated he could pay the July rent on July 4, 2008.

Section 41 of the *Residential Tenancies Act* requires a tenant to pay the rent on the days it is due.

**41.(1) A tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.**

The written tenancy agreement between the parties obligates the tenant to pay the monthly rent on the first day of each month.

I find the respondent in breach of his obligation to pay rent on the days it is due and find the current rent owing to be \$920. 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 applicants rent arrears in the amount of \$920 and terminating the tenancy agreement on July 5, 2008 unless the rent arrears are paid in full. The order shall also require the respondent to pay the future rent on time. Should the late rent payments continue, the applicants may file a future application seeking termination of the tenancy agreement.

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

Hal Logsdon  
Rental Officer

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