

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 the rent due for April, 2009 in the amount of nine hundred twenty dollars (\$920.00).
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 #3, 5105 - 51st Street, Yellowknife, NT shall be terminated on April 10, 2009 and the respondent shall vacate the premises on that date, unless the rent for April, 2009 in the amount of nine hundred twenty dollars (\$920.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of April,  
2009.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicants/Landlords

-and-

**ROB DAVENPORT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 1, 2009

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

**Appearances at Hearing:** Catalyna Correa, applicant  
Grant Gowans, applicant  
Rob Davenport, respondent

**Date of Decision:** April 1, 2009

### **REASONS FOR DECISION**

The application was made seeking the termination of the tenancy agreement due to repeated late payment of rent. At the hearing, the applicants stated that the respondent had given notice to terminate the tenancy agreement on April 30, 2009 but had not yet paid the rent for April. The applicant sought an order requiring the payment of the April, 2009 rent and termination earlier than April 30 if it was not paid.

The respondent noted that the rent for March was paid on March 2nd, only hours late, but regardless, he had decided to move out. He acknowledged that the April rent had not yet been paid but stated it would be paid immediately.

There was no tenancy agreement provided in evidence but the parties agreed that it obligated the tenant to pay rent on the first of every month.

The respondent is not yet in breach of his obligation to pay the April rent as it is due on the first. He did breach the obligation to pay the rent on time in March, breaching also the previous order requiring him to pay the monthly rent on time. The April rent is due but not overdue. In my opinion it is not unreasonable to issue an order requiring the payment of the April rent and terminating the tenancy agreement earlier than April 30, 2009 if it is not paid.

An order shall issue requiring the respondent to pay the April, 2009 rent of \$920 and terminating

the tenancy agreement on April 10, 2009 unless the April rent is paid in full.

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

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Hal Logsdon  
Rental Officer