

IN THE MATTER between **JODPHUR HOLDINGS LTD.**, Applicant, and **MORGAN BASTOW**, 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:

JODPHUR HOLDINGS LTD.

Applicant/Landlord

- and -

MORGAN BASTOW

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 dollars (\$2400.00).
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 Unit 12, 416 Byrne Road, Yellowknife, NT, shall be terminated on August 31, 2009 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 7th day of August,
2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **JODPHUR HOLDINGS LTD.**, Applicant, and **MORGAN BASTOW**, 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:

JODPHUR HOLDINGS LTD.

Applicant/Landlord

-and-

MORGAN BASTOW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 5, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Peter Herridge, representing the applicant
(by telephone)
Morgan Bastow, respondent

Date of Decision: August 5, 2009

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 terminating the tenancy agreement.

The applicant testified that the respondent had failed to pay the rent for July and August, 2009 and that the tenancy agreement obligated the tenant to pay the monthly rent in advance, on or before the first day of every month. The applicant testified that the amount of rent currently owing is \$2400. The applicant also testified that the rent had been paid late every month since February, 2009.

The respondent did not dispute the allegations and stated that she was experiencing difficulties with employment.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2400. 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 \$2400 and terminating the tenancy agreement on August 31, 2009 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