

IN THE MATTER between **JODPHUR HOLDINGS LTD.**, Applicant, and **SHAWN TAYLOR**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

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 -

SHAWN TAYLOR

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 seven hundred sixteen dollars (\$2716.00).
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 14, 416 Byrne Road, Yellowknife, NT shall be terminated on March 31, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears and the outstanding security deposit in the total amount of three thousand four hundred sixty one dollars and sixteen cents (\$3461.16) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of March, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **JODPHUR HOLDINGS LTD.**, Applicant, and **SHAWN TAYLOR**, 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-

SHAWN TAYLOR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 22, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Shiela Embodo, representing the applicant
Shawn Taylor, respondent

Date of Decision: March 22, 2011

REASONS FOR DECISION

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 between the parties.

The applicant testified that \$2716 in rent arrears and late rent penalties had accrued since January 1, 2011 in the following manner:

January/11 rent	\$1200
January/11 penalties	35
February/11 rent	1200
February/11 penalties	21
March/11 rent	1200
Payments	<u>(940)</u>
Balance owing	\$2716

The applicant also testified that the respondent had failed to pay the full amount of the required security deposit and the balance owing was \$745.16. The tenancy agreement commenced on December 6, 2010 making the full amount of the security deposit now overdue.

The respondent did not dispute the allegations and stated that he had lost his employment but now had a job and could afford the rent. He stated that he could pay the outstanding amount in two weeks. The applicant objected to the continuation of the tenancy noting that the respondent had promised to pay the balance previously but had failed to do so.

I find the respondent in breach of his obligation to pay rent and to pay the required security deposit. I find the rent arrears to be \$2716 and the balance of the security deposit to be \$745.16.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the outstanding security deposit are promptly paid but the landlord should not be subjected to the risk of losing another month's rent.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2716 and terminating the tenancy agreement on March 31, 2011 unless the rent arrears and the outstanding portion of the security deposit are paid in full. I calculate that amount to be \$3461.16 as follows:

Rent arrears	\$2716.00
Security deposit	<u>745.16</u>
Total	\$3461.16

Hal Logsdon
Rental Officer