

IN THE MATTER between **THE EXECUTIVE LTD.**, Applicant, and **LAURICE JONASSON**, 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:

THE EXECUTIVE LTD.

Applicant/Landlord

- and -

LAURICE JONASSON

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 six thousand four hundred fifty nine dollars and forty six cents (\$6459.46).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 201, 4920 54th Avenue, Yellowknife, NT shall be terminated on October 27, 2011 and the respondent shall vacate the premises on that day.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of October, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **THE EXECUTIVE LTD.**, Applicant, and **LAURICE JONASSON**, 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:

THE EXECUTIVE LTD.

Applicant/Landlord

-and-

LAURICE JONASSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 12, 2011**

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

Appearances at Hearing: **Kathy Yurris, representing the applicant**

Date of Decision: **October 12, 2011**

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail which was returned unclaimed. I also attempted to have the respondent served personally but was unsuccessful. After receiving an email on October 11, 2011 from the respondent I advised her by return email of the time, date and location of the hearing. The respondent failed to appear at the hearing. The respondent appears to be avoiding service and in my opinion, it is not unreasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The hearing was held in the respondent's absence.

The applicant's representative requested that the name of the applicant be amended to reflect their legal name, The Executive Ltd. The style of cause of this order has been amended accordingly.

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, terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$6459.46. That amount includes electrical charges of \$274.46 payable to the landlord and an NSF cheque charge of \$25. The applicant stated that only one payment, by cheque, had been made and that cheque failed to clear the bank. Therefore the respondent has

paid no rent whatsoever since the tenancy began on July 1, 2011. The monthly rent for the premises is \$1540.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$6459.46.

In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$6459.46 and terminating the tenancy agreement on October 27, 2011. An eviction order to be effective on October 28, 2011 shall be issued separately.

Hal Logsdon
Rental Officer