

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **BRADLEY CHRISTENSEN**, 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:

YWCA OF YELLOWKNIFE

Applicant/Landlord

- and -

BRADLEY CHRISTENSEN

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 five thousand two hundred fifty dollars (\$5250.00).
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 Apartment 314, 4904 - 54th Avenue, Yellowknife, NT shall be terminated on March 31, 2013 and the respondent shall vacate the premises on that date unless the rent arrears and the remaining balance of the required security deposit in the total amount of five thousand eight hundred twenty three dollars and twenty nine cents (\$5823.29) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of March,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **BRADLEY CHRISTENSEN**, 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:

YWCA OF YELLOWKNIFE

Applicant/Landlord

-and-

BRADLEY CHRISTENSEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 13, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Kate Wilson, representing the applicant

Date of Decision: March 13, 2013

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance on March 7, 2013 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears and security deposit were paid in full.

The applicant provided statements in evidence which indicated a balance owing of \$5823.29. Of that amount, \$573.29 is the outstanding portion of the security deposit and remainder is rent.

I find the respondent in breach of his obligation to pay rent and his obligation to provide the full amount of the required security deposit. I find the rent arrears to be \$5250 and the remaining balance of security deposit to be \$573.29. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these amounts are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5250 and terminating the tenancy agreement on March 31, 2013 unless the rent arrears and the

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balance of the security deposit in the total amount of \$5823.29 are paid in full.

Hal Logsdon
Rental Officer