

IN THE MATTER between **GORDON ROBERTSON**, Applicant, and **BRENT CONNELL**, 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 **INUVIK, NT**.

BETWEEN:

**GORDON ROBERTSON**

Applicant/Landlord

- and -

**BRENT CONNELL**

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 ten thousand two hundred fifty six dollars (\$10,256.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 43 Mackenzie Road, Inuvik, NT shall be terminated on July 8, 2015 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of June, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **GORDON ROBERTSON**, Applicant, and **BRENT CONNELL**, 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:

**GORDON ROBERTSON**

Applicant/Landlord

-and-

**BRENT CONNELL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **June 25, 2015**

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

**Appearances at Hearing:**                      **Gordon Robertson, applicant**  
   **Brent Connell, respondent**

**Date of Decision:**                      **June 25, 2015**

**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 tenancy agreement between the parties sets out a monthly rent of \$1400 due on the first day of every month. The applicant provided a statement of the rent account which indicated a balance of rent owing of \$10,256. The applicant suggested that the tenancy agreement be terminated in two weeks.

The respondent did not dispute the allegations or object to the proposed termination date.

I find the statement in order and find rent arrears of \$10,256. In my opinion, there are sufficient grounds to terminate the tenancy agreement and the proposed date for termination is not unreasonable given the history of non-payment and the quantum of rent owing.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$10,256 and terminating the tenancy agreement on July 8, 2015.

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

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Hal Logsdon  
Rental Officer