

IN THE MATTER between **RIM INC**, Applicant, and **RAJ NUNKOO**, 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:

RIM INC

Applicant/Landlord

- and -

RAJ NUNKOO

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 nine thousand nine hundred dollars (\$9900.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 203, 5107 51st Street, Yellowknife, NT shall be terminated on May 31, 2012 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of May, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **RIM INC**, Applicant, and **RAJ NUNKOO**, 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:

RIM INC

Applicant/Landlord

-and-

RAJ NUNKOO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 23, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jimmy Kong, representing the applicant
Raj Nunkoo, respondent

Date of Decision: May 23, 2012

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.

The applicant provided copies of cheques which were tendered for rent but not honoured by the respondent's bank. The returned cheques represent rent payments for November, 2009, July, August and September, 2011 and April, 2012. Each cheque was made out for \$1650, the monthly rent for the premises. The applicant also stated that the May, 2012 had not been paid bringing the balance owing to \$9900 (\$1650 x 6 months).

The respondent did not dispute the allegations and stated that he intended to move out on May 31, 2012. He has not given notice to the applicant. The parties consented to a termination order to be effective on May 31, 2012.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$9900. An order shall issue requiring the respondent to pay the applicant rent arrears of \$9900 and terminating the tenancy agreement on May 31, 2012.

Hal Logsdon
Rental Officer