

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and  
**CHRISTOPHER DIVES**, 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,  
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

- and -

**CHRISTOPHER DIVES**

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 hundred dollars (\$200.00).
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 #405, 48 Con Road, Yellowknife, NT shall be terminated on January 31, 2002 and the respondent shall vacate the rental premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of January,  
2002.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**CHRISTOPHER DIVES**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 22, 2002

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

**Appearances at Hearing:** Rashda Mirza, representing the applicant  
Christopher Dives, respondent

**Date of Decision:** January 22, 2002

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order for the alleged rent arrears and termination of the tenancy agreement unless the arrears were promptly paid. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$200. The applicant testified that the respondent had paid most of the outstanding arrears since the application was filed on January 3, 2002.

The respondent did not dispute the allegations.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$200. The tenant ledger indicates that the tenant has been in excess of a months rent in arrears on numerous occasions. In my opinion, there are sufficient grounds to terminate the tenancy unless the arrears are paid promptly.

An order shall be issued for the respondent to pay the applicant rent arrears in the amount of \$200 and terminating the tenancy agreement between the parties on January 31, 2002 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer