

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **WILLIAM BARNEY AND ANNA MARIE HARDY**, Respondents;

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 -

WILLIAM BARNEY AND ANNA MARIE HARDY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand two hundred fifty dollars (\$1250.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Apartment 214, 5600-52 Avenue, Yellowknife, NT shall be terminated on March 31, 2002 and the respondents shall vacate the rental premises on that date, unless the rental arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of March, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **WILLIAM BARNEY AND ANNA MARIE HARDY**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

WILLIAM BARNEY AND ANNA MARIE HARDY

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 12, 2002
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Leslie Cole, representing the applicant William Barney, respondent
<u>Date of Decision:</u>	March 12, 2002

REASONS FOR DECISION

The surname and first name of one of the respondents was reversed on the filed application. The respondent's correct name is William Barney and the order shall be issued in that name and the joint tenant, Anna Marie Hardy.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent arrears in the amount of \$1250. A previous order was filed by a rental officer on November 14, 2001 requiring the respondents to pay rent arrears and terminating the tenancy agreement unless those arrears were paid in full. The applicant testified that the order was satisfied.

The respondent did not dispute the allegations and indicated that he would be able to pay the rent arrears before March 31, 2002. The applicant was willing to permit the tenancy to continue if the arrears were promptly paid.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$1250. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall be issued for the respondents to pay the applicant rent arrears in the amount of \$1250 and terminating the tenancy agreement on March 31, 2002 unless those arrears are paid in full.

Hal Logsdon
Rental Officer