

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DEBORAH KLENGENBERG**, 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 -

DEBORAH KLENGENBERG

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 one thousand two hundred ninety five dollars (\$1295.00).
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 105, 5600-52 Avenue, Yellowknife, NT shall be terminated on March 31, 2002 and the respondent shall vacate the premises on that date, unless the rent arrears and security deposit in the

amount of one thousand seven hundred twenty dollars (\$1720.00) is paid to the applicant 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 **DEBORAH KLENGENBERG**, 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-

DEBORAH KLENGENBERG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 12, 2002
Place of the Hearing: Yellowknife, NT
Appearances at Hearing: Leslie Cole, representing the applicant
Date of Decision: March 12, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on March 3, 2002 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and by failing to pay the required security deposit. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1295 and an outstanding balance of the security deposit in the amount of \$425. The tenancy agreement commenced on August 8, 2001, making the balance of the required security deposit overdue.

The applicant indicated that they were willing to permit the tenancy to continue provided the alleged rent arrears and security deposit balance were promptly paid in full.

I find the respondent has breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to pay the balance of the required security deposit in accordance with the tenancy agreement and the *Residential Tenancies Act*. I find the rent arrears to be \$1295 and the outstanding to security deposit to be \$425. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears and security deposit are paid in full.

An order shall be issued for the respondent to pay the applicant rent arrears in the amount of

\$1295 and terminating the tenancy agreement between the parties on March 31, 2002 unless the rent arrears and security deposit are paid to the applicant in the amount of \$1720.

Hal Logsdon
Rental Officer