

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DARRYL LARSEN AND DEANNA HERON**, 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 -

DARRYL LARSEN AND DEANNA HERON

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 one hundred sixty dollars (\$1160.00).
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 107, 5600-52 Avenue, Yellowknife, NT shall be terminated on March 31, 2002 and the respondents shall vacate the premises on that date, unless the rent 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 **DARRYL LARSEN AND DEANNA HERON**, Respondents.

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-and-

DARRYL LARSEN AND DEANNA HERON

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
<u>Date of Decision:</u>	March 12, 2002

REASONS FOR DECISION

The respondents were served with Notices of Attendance on March 3, 2002 but failed to appear at the hearing. The hearing was held in their absence. I note that the tenancy agreement between the parties is made between the applicant and Darryl Larsen and Deanna Heron. As well, an earlier hearing was held with the respondents in attendance which resulted in an order in those names. The surname of Ms. Heron is obviously mis-spelled on the application and I shall make the order in accordance with her name on the tenancy agreement.

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 \$1160.

The applicant indicated that they would be willing to allow the tenancy to continue provided the rent 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 \$1160. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears are promptly paid.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount

of \$1160 and terminating the tenancy agreement between the parties on March 31, 2002 unless those arrears are paid in full.

Hal Logsdon
Rental Officer