

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **TRACI ANDERSON**, 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 -

TRACI ANDERSON

Respondent/Tenant

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 three thousand twenty dollars and one cent (\$3020.01).
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 R-413, 5600-52 Avenue, Yellowknife, NT shall be terminated on June 30, 2002 and the respondents shall vacate the rental premises on that date, unless rent arrears and the outstanding security deposit in the amount of three thousand six hundred seventy dollars and one cent (\$3670.01) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay all future rent on time should the tenancy agreement continue.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of June, 2002.

Hal Logsdon
Rental Officer

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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-

TRACI ANDERSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 11, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rashda Mirza, representing the applicant

Date of Decision: June 11, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on May 26, 2002 but failed to appear at the hearing. The respondent sought a postponement of the hearing on the basis that she had to work. In my opinion, the alleged breaches are serious and the respondent had sufficient notice to make alternate arrangements. The request for postponement was denied. The respondent provided a letter explaining her situation prior to the hearing to the rental officer which was accepted as evidence and the hearing was held in her absence

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent and by failing to pay the full security deposit required by the written tenancy agreement between the parties. The applicant sought an order requiring the respondent to pay the rent arrears and terminating the tenancy unless the alleged rent arrears and balance of the security deposit were promptly paid.

The applicant provided copies of the tenant ledgers which indicated a balance of rent owing in the amount of \$3020.01 and a balance of security deposit owing in the amount of \$650. The written tenancy agreement between the parties commenced on February 1, 2001 making the balance of the security deposit overdue.

I find the applicant's ledger in order and find that the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to pay the security

deposit required by the tenancy agreement. I find the rent arrears to be \$3020.01 and the outstanding security deposit to be \$650. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and outstanding security deposit are promptly paid.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$3020.01 and terminating the tenancy agreement on June 30, 2002 unless the rent arrears and security deposit in the amount of \$3670.01 are paid in full.

Hal Logsdon
Rental Officer