

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DARRELL BETSIDA AND DJHANINE BAUTISTA**, 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 -

DARRELL BETSIDA AND DJHANINE BAUTISTA

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 nine hundred ninety five dollars (\$995.00).
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 R-301, 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 one thousand two hundred five dollars (\$1205.00) 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 13th day of June,
2002.

Hal Logsdon
Rental Officer

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

DARRELL BETSIDA AND DJHANINE BAUTISTA

Respondents/Tenants

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 respondents were served with Notices of Attendance on May 23, 2002 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents 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 respondents 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 \$995 and a balance of security deposit owing in the amount of \$210. The written tenancy agreement between the parties commenced on October 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 \$995 and the outstanding security deposit to be \$210. 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 \$995 and terminating the tenancy agreement on June 30, 2002 unless the rent arrears and security deposit in the amount of \$1205 are paid in full.

Hal Logsdon
Rental Officer