

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JENNIFER FRANKE AND GERRY FREDERICKSON**, 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 -

JENNIFER FRANKE AND GERRY FREDERICKSON

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 two thousand eight hundred fifty dollars (\$2850.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant the balance of the outstanding security deposit in the amount of three hundred forty dollars (\$340.00).
3. 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 412, 5600

52nd Avenue, Yellowknife, NT shall be terminated on August 31, 2002 and the respondents shall vacate the rental premises on that date unless the respondents make payment to the applicant of no less than two thousand two hundred dollars (\$2200.00).

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of August, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

JENNIFER FRANKE AND GERRY FREDERICKSON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 13, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Talib Rasheed, representing the applicant
Jennifer Franke, respondent
Gerry Frederickson, respondent

Date of Decision: August 13, 2002

REASONS FOR DECISION

The proper spelling of the joint tenant Jennifer Franke was noted and will be corrected on the order issued.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay the balance of the security deposit required by the tenancy agreement.

The applicant sought an order requiring the respondents to pay the alleged rent arrears and outstanding security deposit and terminating the tenancy agreement on August 31, 2002 unless those amounts were paid in full.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2850 and a balance of security deposit owing in the amount of \$340. The written tenancy agreement between the parties commenced on April 1, 2002 making the balance of the security deposit due and payable.

The respondents did not dispute the allegations but indicated they had experienced an interruption in employment, causing them to fall behind on their rent. They indicated that they were now both employed and would be able to clear the outstanding debt quickly but perhaps not by the end of August.

I find that the respondents have 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. I find the rent arrears to be \$2850 and the outstanding security deposit to be \$340. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the respondents make a significant payment of the arrears and security deposit by August 31, 2002 in order to demonstrate their good intentions to clear the outstanding debt. In my opinion a payment of no less than \$2200 is required.

An order shall be issued requiring the respondents to pay the applicant rent arrears of \$2850 and the balance of the security deposit of \$340 and terminating the tenancy agreement on August 31, 2002 unless the respondents make payment to the applicant of no less than \$2200.

Hal Logsdon
Rental Officer