

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **CRYSTAL COOK**, 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 -

CRYSTAL COOK

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 nine hundred fifty dollars (\$1950.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Apartment 101, 42 Con Road, Yellowknife, NT shall be terminated on August 31, 2002 and the respondent shall vacate the rental premises on that date, unless rent arrears and the outstanding security deposit in the amount of two thousand four hundred ninety seven dollars (\$2497.00) is paid to the applicant.

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

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of August, 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");

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

CRYSTAL COOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 13, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trina Scott, representing the applicant
Sophie Dennis, representing the respondent

Date of Decision: August 13, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the security deposit required by the tenancy agreement. The applicant sought an order for the alleged outstanding amounts and termination of 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 \$1950 and a balance of the security deposit owing in the amount of \$547. The written tenancy agreement commenced on May 1, 2002 making the full amount of the security deposit now due and payable.

The respondent's representative did not dispute the allegations but indicated that the respondent would be able to pay the amounts by August 31, 2002.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to pay the full amount of the security deposit required by the tenancy agreement. I find the rent arrears to be \$1950 and the outstanding amount of security deposit to be \$547.

An order shall be issued requiring the respondent to pay the applicant the outstanding rent arrears in the amount of \$1950 and terminating the tenancy agreement on August 31, 2002 unless the

respondent pays the applicant the rent arrears and balance of the security deposit in the amount of \$2497. Should the tenancy continue beyond August 31, 2002, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer