

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **SHELLY KAILEK**, 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 -

SHELLY KAILEK

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 three hundred dollars (\$1300.00).
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 310, 5600 52nd Avenue, Yellowknife, NT shall be terminated on August 31, 2002 and the respondent shall vacate the rental premises on that date, unless the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, should the tenancy 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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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

SHELLY KAILEK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 13, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant

Date of Decision: August 13, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on July 30, 2002 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears by August 31, 2002 and terminating the tenancy agreement between the parties unless the alleged arrears were paid in full. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1300.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the ledger in order and the rent arrears to be \$1300. 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 respondent to pay the applicant rent arrears in the amount of \$1300 and terminating the tenancy agreement between the parties on August 31, 2002 unless those rent arrears are paid in full. Should the tenancy agreement continue, the respondent is ordered to pay all future rent on time.

Hal Logsdon
Rental Officer