

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DEBORAH KLENGENBERG**, 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 -

DEBORAH KLENGENBERG

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 forty nine dollars and sixty eight cents (\$1049.68).
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 105, 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 respondent pays the

applicant rent arrears and the outstanding security deposit in the amount of one thousand four hundred seventy four dollars and sixty eight cents (\$1474.68).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DEBORAH KLENGENBERG**, 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.

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

DEBORAH KLENGENBERG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 13, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Talib Rasheed, 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 by failing to pay the balance of the security deposit required by the tenancy agreement. The applicant sought payment of the alleged arrears and outstanding deposit and termination of the tenancy agreement on August 31, 2002 unless those amounts are paid in full.

The applicant provided a copy of the tenancy agreement which indicated a balance of rent owing in the amount of \$1049.68. The applicant testified that the current tenancy agreement which commenced on May 1, 2002 replaced a previous term tenancy agreement which required a security deposit in the amount of \$1075. He testified that of that amount, only \$650 had been paid, leaving a balance owing in the amount of \$425. A notation on the tenant ledger also indicated this amount as outstanding. The current written tenancy agreement indicates that it is a renewal of a previous agreement.

I find the respondent 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 \$1049.68 and the outstanding security deposit to be \$425. 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 respondent to pay the applicant rent arrears in the amount of \$1049.68 and terminating the tenancy agreement on August 31, 2002 unless the respondent pays the applicant the rent arrears and security deposit totalling \$1474.68.

Hal Logsdon
Rental Officer