

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **BRUCE RINES AND SHEEPA QAQQASIQ**, 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 -

BRUCE RINES AND SHEEPA QAQQASIQ

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 eight hundred dollars (\$800.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Apartment 305, 42 Con Road, Yellowknife, NT shall be terminated on September 30, 2002 and the respondents 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 respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of September, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

BRUCE RINES AND SHEEPA QAQQASIQ

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 10, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant
Bruce Rines, respondent

Date of Decision: September 10, 2002

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were paid by the end of September, 2002. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$800.

The respondent did not dispute the allegations and indicated that the amount would be paid promptly.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$800. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$800 and terminating the tenancy agreement on September 30, 2002 unless the arrears are paid in full. The order shall also require the respondents to pay future rent on time.

Hal Logsdon
Rental Officer