

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **CONNIE MCCRAE AND JOSHUA MCCRAE**, 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 -

CONNIE MCCRAE AND JOSHUA MCCRAE

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 one thousand one hundred twenty five dollars (\$1125.00).
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 211, 48 Con Road, Yellowknife, NT shall be terminated on November 30, 2002 and the respondents shall vacate the premises on that date, unless the rent arrears and outstanding security

deposit in the total amount of one thousand five hundred twenty two dollars and fifty cents (\$1522.50) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of November, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **CONNIE MCCRAE AND JOSHUA MCCRAE**, 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.

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

CONNIE MCCRAE AND JOSHUA MCCRAE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 12, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant

Date of Decision: November 12, 2002

REASONS FOR DECISION

The respondents were served with Notices of Attendance on October 30, 2002 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay the required security deposit. The applicant sought an order requiring the respondents to pay the alleged rent arrears and outstanding deposit and terminating the tenancy agreement unless the amounts were paid by the end of November, 2002.

The applicant provided copies of the tenant ledger and tenancy agreement in evidence. The ledger indicated a balance of rent owing in the amount of \$1125. The ledger appears in order. The applicant testified that the required security deposit was \$1195 and that \$397.50 remained outstanding. The tenancy agreement commenced in April, 2002 making the full amount of the security deposit due and payable.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to provide the full security deposit required. I find the rent arrears to be \$1125 and the outstanding security deposit to be \$397.50. In my opinion there are sufficient grounds to terminate the tenancy agreement unless these amounts are promptly paid.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount

of \$1125 and terminating the tenancy agreement on November 30, 2002 unless the rent arrears (\$1125) and the outstanding security deposit (\$397.50) are paid in full.

Hal Logsdon
Rental Officer