

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MICHAEL JAMES HERON AND MARIE BARON**, 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 -

MICHAEL JAMES HERON AND MARIE BARON

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 six hundred eighty dollars (\$680.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 112, 48 Con Road, Yellowknife, NT shall be terminated on October 31, 2002 and the respondents shall vacate the rental premises on that date unless the respondents pay the applicant rent arrears and the outstanding security deposit in the total amount of one thousand two hundred forty seven dollars and fifty cents (\$1247.50).

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

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of October, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MICHAEL JAMES HERON AND MARIE BARON**, 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-

MICHAEL JAMES HERON AND MARIE BARON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: October 8, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant

Date of Decision: October 8, 2002

REASONS FOR DECISION

The applicant confirmed that the first and last names of the respondents had been reversed on the application. The names shall be corrected on this order.

The respondents were served with Notices of Attendance on September 25, 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 provide the required security deposit. The applicant sought an order requiring the respondents to pay the alleged rent arrears and outstanding security deposit and terminating the tenancy agreement unless the amounts are promptly paid.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$680 and an outstanding balance of security deposit owing in the amount of \$567.50. The written tenancy agreement between the parties commenced on June 1, 2002 and required a security deposit equivalent to one months rent. I find the ledger in order and find the rent arrears to be \$680 and the outstanding security deposit to be \$567.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these amounts are paid in full.

An order shall be issued requiring the respondents to pay rent arrears in the amount of \$680 and terminating the tenancy agreement between the parties on October 31, 2002 unless the arrears

(\$680) and outstanding security deposit balance (\$567.50) are both paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer