

IN THE MATTER between **401708 ALBERTA INC. O/A RANGE LAKE MANORS**,
Applicant, and **JONATHAN SAMSON**, 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:

401708 ALBERTA INC. O/A RANGE LAKE MANORS

Applicant/Landlord

- and -

JONATHAN SAMSON

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 two thousand twenty dollars and thirty two cents (\$2020.32).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as Suite 309, 492 Range Lake Road, Yellowknife, NT shall be terminated on December 20, 2002 and the respondent shall vacate the rental premises on that date.

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

Hal Logsdon
Rental Officer

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Applicant, and **JONATHAN SAMSON**, Respondent.

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BETWEEN:

401708 ALBERTA INC. O/A RANGE LAKE MANORS

Applicant/Landlord

-and-

JONATHAN SAMSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 10, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Crystal Ricks, representing the applicant
Jonathan Samson, respondent

Date of Decision: December 10, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to abide by the rules established by the landlord. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a copy of the rent statement which indicated a balance of rent owing in the amount of \$2345. The statement indicated that no payments of rent had been made by the respondent since October 1, 2002. The applicant also provided a copy of a letter sent to the respondent alleging that he had been observed driving in an unsafe manner in and out of the parking lot. The respondent had made a notation on the notice and returned it to the landlord.

The respondent indicated that he intended to vacate the premises and would do so within the week.

In my opinion, the respondent's non-payment of rent is sufficient grounds to terminate the tenancy agreement. As both parties appeared to want an early termination to the agreement, December 20, 2002 is a reasonable date. The December rent shall be prorated to that date making the rent arrears payable \$2020.32 calculated as follows:

to November 30, 2002	\$1430.00
December 1-20	<u>590.32</u>
Total arrears	\$2020.32

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$2020.32 and terminating the tenancy agreement on December 20, 2002.

Hal Logsdon
Rental Officer