

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **WALTER PITTMAN**, 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 -

WALTER PITTMAN

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 nine hundred seventy five dollars (\$975.00).
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 #107, 5600-52 Avenue, Yellowknife, NT shall be terminated on December 31, 2002 and the respondent shall vacate the 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 agreement continue, the respondent shall pay future rent on time.

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

Hal Logsdon
Rental Officer

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

WALTER PITTMAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 10, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Talib Rasheed, applicant
Walter Pittman, respondent

Date of Decision: December 10, 2002

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$975.

The respondent did not dispute the allegations and indicated the arrears would be promptly paid. The applicant was willing to continue the tenancy agreement provided the arrears were promptly paid.

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 \$975. An order shall be issued requiring the respondent to pay rent arrears in the amount of \$975 and terminating the tenancy agreement on December 31, 2002 unless the arrears are paid in full. Should the tenancy continue, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer