

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DIANE TILDEN AND RICHARD TILDEN**, 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 -

DIANE TILDEN AND RICHARD TILDEN

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 two thousand one hundred eighty nine dollars and seventy cents (\$2189.70).
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 307, 5600-52 Avenue, Yellowknife, NT shall be terminated on January 31, 2003 and the respondents shall vacate the premises on that date, unless the respondents make payments to the applicant of at least one thousand five hundred ninety five dollars (\$1595.00).

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

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of January, 2003.

Hal Logsdon
Rental Officer

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

DIANE TILDEN AND RICHARD TILDEN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 14, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant
Diane Tilden, respondent
Richard Tilden, respondent

Date of Decision: January 14, 2003

REASONS FOR DECISION

The name of the joint tenant, Richard Tilden, was incorrect on the application. Richard Tilden was served with a Notice of Attendance and did appear at the hearing. The order shall be made with his correct name.

The applicant alleged that the respondents 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 between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2189.70. The applicant stated that she would be willing to allow the tenancy to continue provided the full amount of the arrears was paid by January 31, 2003.

The respondents did not dispute the allegations but stated that due to financial difficulties they would not be able to pay the full amount by January 31, 2003.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$2189.70. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. I note that the applicant holds a security deposit of \$1095, equivalent to one months rent. In my opinion, it is reasonable to require the respondents to pay at least one months rent plus an additional \$500 before January 31, 2003 in order to preserve the tenancy agreement. In the future, rent must be

paid on the first of the month, in accordance with the tenancy agreement.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$2189.70 and terminating the tenancy agreement on January 31, 2003 unless payments of at least \$1595 are made to the applicant. The order shall also require the respondents to pay future rent on time. Should the respondents pay the required \$1595 by January 31, 2003 but fail to pay the remaining balance of arrears in a reasonable period of time or fail to pay future rent on time, the applicant may make an application seeking termination of the tenancy agreement.

Hal Logsdon
Rental Officer