

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **ANNA MARIE HARDY**, 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 -

**ANNA MARIE HARDY**

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 eight hundred eighty five dollars (\$2885.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 214, 5600-52 Avenue, Yellowknife, NT shall be terminated on February 28, 2003 and the respondent shall vacate the premises on that day.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of February, 2003.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **ANNA MARIE HARDY**, 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.

BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**ANNA MARIE HARDY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 11, 2003

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Trena Scott, representing the applicant  
Anna Marie Hardy, respondent

**Date of Decision:** February 11, 2003

**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. The applicant provided a copy of the rent ledger which indicated a balance of rent owing in the amount of \$2885. The ledger also indicated that the rent has been in arrears since December 1, 2002 and that the last payment of rent made by the respondent was on December 12, 2002.

The respondent did not dispute the allegations and indicated that she did not have the means to pay the rent and would have to vacate the premises. She requested that she be permitted to occupy the premises until February 28, 2003.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the arrears to be \$2885. In my opinion, there are sufficient grounds to terminate the tenancy agreement and February 28, 2003 is a reasonable date. An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$2885 and terminating the tenancy agreement between the parties on February 28, 2003.

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Hal Logsdon  
Rental Officer