

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **CAROL OVAYUAK**, 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 -

CAROL OVAYUAK

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 one thousand six hundred twenty five dollars (\$1625.00).
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 213, 5600-52 Avenue, Yellowknife, NT shall be terminated on February 28, 2003 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of February, 2003.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

CAROL OVAYUAK

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
Carol Ovayuak, respondent

Date of Decision: February 11, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had 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 unless the arrears were paid by February 28, 2003. The applicant provided a statement of the rent account which indicated rent arrears in the amount of \$1625.

The respondent did not dispute the allegations and indicated that she would pay the arrears on or before that date.

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 \$1625. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid. The applicant's request for termination on February 28, 2003 unless the arrears are paid is reasonable. An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$1625 and terminating the tenancy agreement on February 28, 2003 unless those arrears are paid in full.

Hal Logsdon
Rental Officer