

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DARRELL BETSIDA AND DJHANINE BAUTISTA**, 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 -

DARRELL BETSIDA AND DJHANINE BAUTISTA

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 three thousand forty dollars (\$3040.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 301, 5600-52 Avenue, Yellowknife, NT shall be terminated on April 30, 2003 and the respondents shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of April, 2003.

Hal Logsdon
Rental Officer

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

DARRELL BETSIDA AND DJHANINE BAUTISTA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 8, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant

Date of Decision: April 10, 2003

REASONS FOR DECISION

The respondents were served with Notices of Attendance on April 6, 2003 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had 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 agreement between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$3040.

The applicant also noted that three previous orders had been issued against the respondents in the past fifteen months, each one terminating the tenancy agreement unless the rent was paid in full. On each occasion, the order was satisfied but the respondents again failed to pay the rent on time and fell into arrears. The applicant asked that no conditions be placed on an order to terminate the tenancy agreement.

I note that the current arrears represent three months of rent arrears and that the last rent paid by the respondents was on January 14, 2003. That payment satisfied the previous order, permitting the tenancy to continue. The respondents have paid no rent since then. Despite a previous order requiring the respondents to pay rent on time pursuant to the written tenancy agreement, the respondents have repeatedly failed to do so. The landlord has been patient with the respondents in the past seeking termination only if the rent remained unpaid. It appears the applicant is tired of making frequent applications in order to have the rent paid.

Failure to pay rent on time is a breach of the tenancy agreement and the Act. The written tenancy agreement between the parties clearly states that the rent is to be paid in advance. The parties have been ordered to comply with that obligation. The landlord should not have to continuously resort to legal action in order to collect the rent. There comes a time when termination is a reasonable remedy for persistent late payment of rent. In my opinion, the respondents show little inclination to pay rent on time and now appear to be paying rent only to satisfy an order terminating the tenancy if they fail to do so. They have not appeared to offer any defence.

I find the respondents have breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$3040. In my opinion there are sufficient grounds to terminate the tenancy agreement. An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$3040 and terminating the tenancy agreement on April 30, 2003. The respondents shall vacate the premises on that date.

Hal Logsdon
Rental Officer