

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **NORMAN NITSIZA AND ROBERTA DANIELS**, 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 -

**NORMAN NITSIZA AND ROBERTA DANIELS**

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 one thousand one hundred fifty dollars (\$1150.00).
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 414, 5600-52 Avenue, Yellowknife, NT shall be terminated on April 30, 2003 and the respondents 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*, the respondents shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of April, 2003.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**NORMAN NITSIZA AND ROBERTA DANIELS**

Respondents/Tenants

**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 8, 2003

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on April 7, 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 \$1150. The arrears represents unpaid rent for April which was due on the first of the month in accordance with the written tenancy agreement between the parties.

The ledger appears to be in order. 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 \$1150. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$1150 and terminating the tenancy agreement on April 30, 2003 unless the rent arrears are paid in full. The order shall also require that the respondents pay future rent on time.

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Hal Logsdon  
Rental Officer