

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **STANLEY COOK**, 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 -

**STANLEY COOK**

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 nine hundred forty five dollars (\$945.00).
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 313, 48 Con Road, Yellowknife, NT shall be terminated on May 31, 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 14th day of May, 2003.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**STANLEY COOK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 13, 2003

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

**Appearances at Hearing:** Trena Scott, representing the applicant  
Stanley Cook, respondent

**Date of Decision:** May 13, 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 between the parties. The applicant provided a copy of the rent ledger which indicated a balance of rent owing in the amount of \$945.

The respondent did not dispute the allegations and indicated that he would be able to pay the arrears promptly. He stated that he had been paying for his estranged wife's rent and due to lack of full employment had fallen behind with his own rent obligations. He provided a letter from his employer stating that there would be additional work for the immediate future.

I note that a previous order, filed in September, 2002 required the respondent to pay rent arrears and terminated the tenancy unless the arrears were paid by September 30, 2003. That order was satisfied. That order also required the respondent to pay rent on time.

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 \$945. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount

of \$945 and terminating the tenancy agreement on May 31, 2003 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer