

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **SYLVIA SNOW AND MATTHEW SNOW**, 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 -

SYLVIA SNOW AND MATTHEW SNOW

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 five hundred dollars (\$500.00).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of May, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **SYLVIA SNOW AND MATTHEW SNOW**, 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.

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

SYLVIA SNOW AND MATTHEW SNOW

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 13, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant
Sylvia Snow, respondent

Date of Decision: May 13, 2003

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the full amount of the rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy between the parties unless the arrears were paid by the end of May, 2003. The applicant also indicated that the full amount of the security deposit had not been paid but that they did not wish an order regarding the deposit at this time. The applicant indicated that they had received \$400 as partial payment of the deposit. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$500.

The respondent did not dispute the allegations but stated that her husband had recently left her. She stated that she had to care for two small children and that she was now receiving income support which would cover future rent. She was unsure of whether she could pay the outstanding balance of the arrears by month-end as she was not receiving any support from her husband.

I note that the applicant has a \$400 security deposit and that income support is paying the full amount of rent. In my opinion, the tenancy agreement should not be terminated. The landlord's risk of significant loss is minimal and I believe Ms Snow is acting in good faith to retire this debt. The request for termination is denied.

I find the respondents breached the tenancy agreement by failing to pay the full amount of the lawful rent to the landlord. I find the rent arrears to be \$500. An order shall be issued requiring

the respondents to pay the applicant rent arrears in the amount of \$500.

Hal Logsdon
Rental Officer