

IN THE MATTER between **YELLOWKNIFE DAIRIES LTD.**, Applicant, and  
**RHONA THEIM AND HERB THEIM**, 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:

**YELLOWKNIFE DAIRIES LTD.**

Applicant/Landlord

- and -

**RHONA THEIM AND HERB THEIM**

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 ten thousand six hundred fifty seven dollars and twenty seven cents (\$10,657.27).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as #7, 486 Range Lake Road, Yellowknife, NT shall be terminated on June 30, 2003 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of June,  
2003.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE DAIRIES LTD.**, Applicant, and  
**RHONA THEIM AND HERB THEIM**, 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.

BETWEEN:

**YELLOWKNIFE DAIRIES LTD.**

Applicant/Landlord

-and-

**RHONA THEIM AND HERB THEIM**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 10, 2003

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

**Appearances at Hearing:** Jennifer Eggenberger, representing the applicant  
Herb Theim, respondent

**Date of Decision:** June 10, 2003

**REASONS FOR DECISION**

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 \$10,657.27.

The respondent did not dispute the allegations and indicated that he was unable to pay the rent for premises.

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 \$10,657.27. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$10,657.27 and terminating the tenancy agreement on June 30, 2003. The respondents shall vacate the premises on that date.

---

Hal Logsdon  
Rental Officer