

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **ELSIE OVILOK**, 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 -

ELSIE OVILOK

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 one thousand four hundred ninety dollars (\$1490.00).
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 312, 42 Con Road, Yellowknife, NT shall be terminated on June 30, 2003 and the respondent shall vacate the premises on that day, unless the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of June, 2003.

Hal Logsdon
Rental Officer

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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-

ELSIE OVILOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 10, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant
Elsie Ovilok, respondent

Date of Decision: June 10, 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 on June 30, 2003 unless those arrears were paid. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1490.

The respondent did not dispute the allegations and indicated that she could pay the amounts promptly.

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 \$1490. 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 \$1490 and terminating the tenancy agreement between the parties on June 30, 2003 unless those arrears are paid in full. The respondent shall also be ordered to pay future rent on time.

Hal Logsdon
Rental Officer