

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **BRUCE RINES AND SHEEPA QAQQASIQ**, 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 -

**BRUCE RINES AND SHEEPA QAQQASIQ**

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 six hundred ninety five dollars (\$695.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 305, 42 Con Road, shall be terminated on June 30, 2003 and the respondents 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 12th day of June, 2003.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**BRUCE RINES AND SHEEPA QAQQASIQ**

Respondents/Tenants

**REASONS FOR DECISION**

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

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

**Appearances at Hearing:** Trena Scott, representing the applicant  
Bruce Rines, 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 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 \$695.

The respondent did not dispute the allegations and indicated that he could pay the arrears prior to the end of June.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$695. 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 respondents to pay the applicant rent arrears in the amount of \$695 and terminating the tenancy agreement between the parties on June 30, 2003 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer